



GOVERNMENT OF INDIA

Department of Science & Technology
National Spatial Data Infrastructure(NSDI)

REQUEST FOR PROPOSALS

Selection of a Total Solution Provider

For

NATIONAL SPATIAL DATA INFRASTRUCTURE- DECISION SUPPORT SYSTEM
(NSDI-DSS)

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Ref. No.NSDI/11/2/08

Government of India, Department of Science and Technology,
National Spatial Data Infrastructure (NSDI)
East Block- 7, Level- 5, Sector- 1 R.K. Puram, New Delhi -110 066

Tender Notice

NSDI, DST seeks qualified Geo-spatial and Total Solution Provider for the establishment of Decision Support system (NSDI – DSS) on a Turn-Key basis which would include Hardware, software development, Customisation, Installation and Maintenance. The primary objective of the proposed Web Based System is to deploy Decision Support System for Agricultural and Natural Resource Assessment, Infrastructure Planning.

2. Accordingly, DST now invites Total Solution Provider (bidders), to submit bids in accordance with the Request For Proposal (RFP), Document (No. NSDI/11/2/08) in order to select Total Solution Provider. The RFP document containing the full details of the assignment and technical requirements, along with other details can be obtained from NSDI office, R.K. Puram, New Delhi on any working day (except on Saturdays and Sundays and gazetted holidays of Government of India) from 1030 hrs to 1500 hrs IST, from **16.01.09** on submission of a Demand Draft of INR **10,000/- (Rupees ten thousand only) drawn in favour of “DDO, Department of Science & Technology,”** payable at **New Delhi** towards the cost of RFP document. The amount paid towards RFP document is non-refundable. RFP document can also be downloaded from NSDI web site www.nsdiindia.org.in or www.nsdi.gov.in , DST web site www.dst.gov.in, Government of India Tender Portal – www.tenders.gov.in. Applicants downloading the document from the web site shall submit the cost of the RFP document at the time of submission of bids.

3. Last date for submitting the document is upto 1500 hours on **16th February, 2009.**

Under Secretary, NSDI
Tel :26177249

Detailed Tender Notice

National Spatial Data Infrastructure (NSDI) Division of Department of Science & Technology has been established to create National Infrastructure for the availability of and access to organize Spatial Data and use of the infrastructure at Community, Local, State, Regional and National levels.

2. Towards achieving the above vision, DST seeks a qualified Geo-spatial Solution and Total Solution Provider for the establishment of Decision Support system (NSDI – DSS) on a Turn-Key basis which would include Hardware, software development, Customisation, Installation and Maintenance. The primary objective of the proposed Geo-Portal is to deploy Decision Support System for Agricultural and Natural Resource Assessment, Infrastructure Planning (to support Minimum Need Programmes of the Government of India), Disaster Planning and Recovery including similar endeavour such as Water Shed Development Programme at National, State and Local levels.

3. Accordingly, Department of Science & Technology now invites Total Solution Provider (bidders) committed to create and maintain world class assets, end to end solution and Geo Spatial Services, to submit qualification documents in accordance with the Request For Proposal (RFP), Document (tender No. NSDI/11/2/08) in order to select Total Solution Provider for ultimately awarding the Contract for the above assignment. The successful solution provider awarded the Contract shall also be responsible for maintenance services for an initial period of 3 years from the date of successful acceptance of the solution. Full details are available in the Request For Proposal (RFP) document. Applicants having a Turn over of Rs.10 Crores in the last financial year with a consolidated Turn over of Rs.25 Crores for the last three financial years(2005-06, 2006-07, 2007-08) from development, IT & Geospatial system integration shall be eligible to apply.

4. The RFP document containing the full details of the assignment and technical requirements, along with other details can be obtained from NSDI, R.K. Puram, New Delhi on any working day (except on Saturdays and Sundays and gazetted holidays of Government of India) from **1030 hrs to 1500 hrs IST**, from **16 .01.09** on submission of a Demand Draft of INR 10,000/- (Rupees ten thousand only) drawn in favour of “DDO, Department of Science & Technology,” payable at New Delhi towards the cost of RFP document. The amount paid towards RFP document is non-refundable. RFP document can also be downloaded from NSDI web site www.nsdindia.org.in or www.nsd.gov.in , DST web site www.dst.gov.in , Government of India Tender Portal – www.tenders.gov.in. Applicants downloading the document from the web site shall submit the cost of the RFP document at the time of submission of the RFP bids, by way of DD of Rs.10,000/= in favour of DDO,DST. NSDI/DST shall not be responsible for any postal delays for receipt of the RFP document. Documents received through courier, FAX and e-mail etc. shall not be acceptable or considered in this Department.

5. Last date for submitting the document is **16th February, 2009**. The interested parties can visit the NSDI, RK Puram, New Delhi for site inspection from 19-22 January, 2009 between 11.00 AM to 4.00 PM. The complete application in the required format incorporating all the requests in the RFP document should be submitted latest by 1500 hrs. on **16th February, 2009** at NSDI, R.K. Puram.

**Instructions to Total Solution Provider [ITSP]
Part I**

1. Definitions

- (a) “Employer” means the Ministry / Department of Science & Technology who have invited the bids for services and with which the selected service providing agency signs the Contract for the Services and to which the selected Company/firm/proprietor shall provide services as per the terms and conditions and TOR of the contract.
- (b) “Total Solution Provider (TSP)” means any Company/ firm/proprietor continuously engaged in the field of Geo-spatial Technologies which has been short-listed to submit its proposals that may provide or provides the Services to the Employer under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (d) “Project specific information” means such part of the Instructions to Total Solution Provider used to reflect specific project and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the government of India
- (g) “Instructions to Total Solution Provider” (Section 2 of the RFP) means the document which provides all information needed to prepare their proposals.
- (i) “LOI” (Section 1 of the RFP) means the Letter of Invitation/Request for qualification being sent by the Employer to the short-listed Total Solution Provider.
- (j) “Personnel” means professionals and support staff provided by the Total Solution Provider or by any Sub-Total Solution Provider and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Domestic Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.
- (k) “Proposal” means the Technical Proposal and the Financial Proposal.
- (l) “RFP” means the Request For Proposal prepared by the Employer for the selection of Total Solution Provider, based on the SRFP.
- (m) “SRFP” means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.
- (n) “Assignment / job” means the work to be performed by the Total Solution Provider pursuant to the Contract.

(o) “Sub-Total Solution Provider” means any Company/firm/proprietor or entity with which the Total Solution Provider subcontracts any part of the Assignment/job.

(p) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Total Solution Provider, and expected results and deliverables of the Assignment/job.

2. Introduction

2.1 The Employer named in the Part II Data Sheet will select Total Solution Provider in accordance with the method of selection specified in the Part II Data Sheet.

2.2 Detailed scope of the work/ job has been described in the Terms of Reference in Section 5.

2.3 The date, time and address for submission of the proposals has been given in Part II Data Sheet.

2.4 The bidders are invited to submit their Proposal for Total Solution Provider for the work defined in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Total Solution Provider.

2.5 Total Solution Provider should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/job and Local conditions, Total Solution Provider are encouraged to meet the Employer’s representative named in part II Data Sheet before submitting a proposal. Total Solution Provider should ensure that the representatives are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.6 The Employer will provide at no cost to the Total Solution Provider the inputs and facilities specified in the Part II Data Sheet, assist the Total Solution Provider in obtaining licenses and permits needed to carry out the Assignment/job, and make available relevant project data and reports.

2.7 Total Solution Provider shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Total Solution Provider.

3. Eligibility of Association of Total Solution Provider and Sub-Total Solution Provider

3.1 If the Total Solution Provider had formed an association of Total Solution Provider, each member of the association of Total Solution Provider shall be evaluated as per the qualification/eligibility criteria set forth in Part II data Sheet. The combined score of the each member of the

association of Total Solution Provider shall be taken into account for evaluation purpose. If any member of the association of is dropped at the RFP stage, such an association of Total Solution Provider is liable to be rejected by the Employer. However, the Employer, at its sole discretion, may decide to evaluate for short-listing such association of Total Solution Provider without considering the strength of the dropped member and if found eligible, may allow such association of Total Solution Provider to submit their proposal.

3.2 A bidder may associate with Total Solution Provider and /or individual expert at the time of submission of proposal. Under such circumstances each member of the association of Total Solution Provider shall be evaluated as per the qualification/ eligibility criteria set forth in Part II data Sheet. The combined score of the each member of the association of Total Solution Provider shall be taken into account for evaluation purpose. However, the lead member of the association of the Total Solution Provider shall be the Total Solution Provider who has been selected by the Employer and employer shall deal with only the lead member for the purpose of this assignment. Although the contract shall be signed by all the members of the associations of the Total Solution Provider, the lead member of the association of the Total Solution Provider shall be responsible and liable to the Employer for every aspects of their proposal, contract etc.

4. Clarification and Amendment of RFP Documents

4.1 Total Solution Provider may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Part II Data Sheet. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Total Solution Provider. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 4.2 below.

4.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be placed on website and will be binding on them. To give Total Solution Provider reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest

5.1 Employer requires that Total Solution Provider provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts

with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

5.2 Without limitation on the generality of the foregoing, Total Solution Provider, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities: (i) A firm that has been engaged by the Employer to provide goods, works or Assignment/job other than consulting Assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting Assignment/job; (ii) A Total Solution Provider (including its Personnel and Sub-Total Solution Provider) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Total Solution Provider to be executed for the same or for another Employer. For example, a Total Solution Provider hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Total Solution Provider assisting a Employer in the privatization of public assets shall not purchase, nor advise purchasers of, such assets.

Conflicting relationships (iii) A Total Solution Provider (including its Personnel and Sub-Total Solution Provider) that has a business relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

5.3 Total Solution Provider have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the Total Solution Provider fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Total Solution Provider during bidding process or the termination of its Contract during execution of assignment.

5.4 No agency or current employees of the Employer shall work as Total Solution Provider under their own ministries, departments or agencies.

6. Unfair Advantage

6.1 If a Total Solution Provider could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 5 above, the Employer shall make available to all Total Solution Provider together with this RFP all information that would in that respect give such Total Solution Provider any competitive advantage over competing Total Solution Provider.

7. Proposal

7.1 Total Solution Provider may only submit one proposal. If a Total Solution Provider submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Total Solution Provider, including individual experts, to more than one proposal.

8. Proposal Validity

8.1 The Part II Data Sheet to Total Solution Provider indicates how long Total Solution Provider' Proposals must remain valid after the submission date. During this period, Total Solution Provider shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise, however, the Employer may request Total Solution Provider to extend the validity period of their proposals. Total Solution Provider who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Total Solution Provider could submit new staff in replacement, who would be considered in the final evaluation for contract award. Total Solution Provider who do not agree have the right to refuse to extend the validity of their Proposals, under such circumstance the Employer shall not consider such proposal for further evaluation.

9. Preparation of Proposals

9.1 The Proposal as well as all related correspondence exchanged by the Total Solution Provider and the Employer, shall be written in English language, unless specified otherwise.

9.2 In preparing their Proposal, Total Solution Provider are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

9.3 While preparing the Technical Proposal, Total Solution Provider must give particular attention to the following:

(a) If a Total Solution Provider considers that it may enhance its expertise for the Assignment/job by associating with other Total Solution Provider in sub-consultancy, it may associate with other Total Solution Provider.

(b) The estimated number of Professional staff-months for the Assignment/job is as shown in the Part II Data sheet. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Total Solution Provider. While making the proposal, the Total Solution Provider must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.

(c) Alternative professional staff shall not be proposed.

9.4 Depending on the nature of the Assignment/job, Total Solution Provider are required to submit a Technical Proposal (TP) in forms provided in Section-III. The Part II Data sheet in Section-II indicates the formats of the Technical Proposal to be submitted. **Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.** The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Form Tech – I in Section-III is a sample letter of technical proposal which is to be submitted alongwith the technical proposal.

(a) (i) A brief description of the Total Solution Provider's organization and in the case of a consortium/ joint venture, of each partner, will be provided in Form Tech-2. In the same Form, the Total Solution Provider and in the case of a consortium/ joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Total Solution Provider/Professional staff who participated, duration of the Assignment / job, contract amount, and Total Solution Provider's involvement. Information should be provided only for those Assignment / jobs for which the Total Solution Provider was legally

contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Total Solution Provider, or that of the Total Solution Provider's associates, but can be claimed by the Professional staff themselves in their CVs. Total Solution Provider should be prepared to substantiate the claimed experience alongwith the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.

(b) (i) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/job; and on requirements for counterpart staff and facilities including: administrative support, office space, Domestic transportation, equipment, data, etc. to be provided by the Employer (Form TECH-3 of Section 3).

(c) (i) A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

(d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks is to be provided in Form TECH-5 of Section 3.

(e) Estimates of the staff input needed to carry out the Assignment/job needs to be given in Form TECH-7 of Section 3. The staff-months input should be indicated separately for each location where the Total Solution Provider have to work and / or provide their key staff.

(f) A detailed description of the proposed methodology and staffing for training needs to be given, if the Part II Data sheet specifies training as a specific component of the Assignment/job.

9.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

9.6 Financial Proposals:

The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment/job. If appropriate, these costs should be broken down by activity. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

10. Taxes

10.1 The Total Solution Provider shall fully familiarize themselves about all applicable taxes on amounts payable by the Employer under the Contract. All such taxes must be included by the Total Solution Provider in the financial proposal.

11. Currency

11.1 Total Solution Provider shall express the price of their Assignment/job in India Rupees only. Prices quotations in currencies other than INR shall be rejected summarily.

12 Earnest Money Deposit (EMD) and Bid processing Fees

12.1 Earnest Money Deposit

I. An EMD of Rs.50.00 lakhs(Rupees fifty Lakhs only), in the form of DD drawn in favor of the DDO, Department of Science & Technology and payable at Delhi must be submitted alongwith the Proposal.

II. Proposals not accompanied by EMD shall be rejected as non-responsive.

III. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.

IV. Bank guarantee will NOT be accepted in lieu of the earnest money deposit.

V. The EMD of the unsuccessful bidders would be returned back within one month or signing of the contract with successful bidder, whichever is later.

12.2 The EMD shall be forfeited by the Employer in the following events:

I. If Proposal is withdrawn during the validity period or any extension agreed by the Total Solution Provider thereof.

II. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.

III. If the Total Solution Provider tries to influence the evaluation process.

IV. If the First ranked Total Solution Provider withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the Total Solution Provider).

13 Bid Processing Fees

All Total Solution Provider are required to pay Rs.10,000/=(Rupees Ten thousand only) towards Bid Processing Fees in the form of demand Draft drawn in favor of the DDO, Department of Science and Technology and payable at Delhi . The Bid Processing Fee is Non-Refundable.

Please note that the Proposal, which does not include the bid processing fees, would be rejected as non-responsive.

14. Submission, Receipt, and Opening of Proposal

14.1 The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Total Solution Provider themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

14.2 An authorized representative of the Total Solution Provider shall initial all pages of the original Technical and Financial Proposals on each and every page alongwith company stamp. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

14.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, Financial Proposals, EMD and bid processing fees shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE [insert the time and date of the opening indicated in the Data sheet]". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. **If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.**

14.4 The Proposals must be sent to the address/addresses indicated in the Data sheet and received by the Employer no later than the time and the date indicated in the Data sheet, or any extension to this date in accordance with para 4.2 above. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

15. Proposal Evaluation

15.1 From the time the Proposals are opened to the time the Contract is awarded, the Total Solution Provider should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Total Solution Provider to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Total Solution Provider' Proposal.

15.2 The employer may constitute a Selection Committee (SC) which will carry out the entire evaluation process.

15.3 Evaluation of Technical Proposals:

SC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.

15.4.1 The SC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain **unopened**. The qualification of the Total Solution Provider and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.

15.4.2 Detailed technical evaluation will be carried out first by a scrutiny of the bids. Part bids are not allowed and the bidders must bid for the Total solution. Bidders, whose bids satisfy the laid down eligibility criterion and whose solution appears technically acceptable, will then be asked to undertake trials and demonstrate the complete working solution to the technical evaluation committee. Commercial bids of only those Bidders who are able to successfully undertake trials and demonstrate the complete working solution will be opened.

15.5 Public opening & evaluation of the Financial Proposals:

Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified the Data sheet, in the presence of the Total Solution Provider' representatives who choose to attend. The name of the Total Solution Provider, their technical score (if required) and their financial proposal shall be read aloud.

15.6 The SC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost,

(ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.

15.7 After opening of financial proposals, appropriate selection method shall be applied to determine the Total Solution Provider who will be declared winner and be eligible for award of the contract. The methods of selections are described in the Data Sheet. The selected Total Solution Provider will then be invited for negotiations, if considered necessary.

16. Negotiations

16.1 Negotiations will be held at the date, time and address intimated to the qualified and selected bidder. The invited Total Solution Provider will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Total Solution Provider must have written authority to negotiate and conclude a Contract.

16.2 Technical negotiations: Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Total Solution Provider to improve the Terms of Reference. The Employer and the Total Solution Provider will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Assignment/job". Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the Assignment/job. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Total Solution Provider.

16.3 Financial negotiations: After the technical negotiations are over, financial negotiations should be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstance, the financial negotiation shall result in to increase in the price originally quoted by the Total Solution Provider. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Total Solution Provider will provide the Employer with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

16.4 Availability of Professional staff/experts: Having selected the Total Solution Provider on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer will not consider substitutions during contract

negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organisation. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Total Solution Provider may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Total Solution Provider within the period of time specified in the letter of invitation to negotiate.

16.5 Conclusion of the negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Total Solution Provider will initial the agreed Contract. If negotiations fail, the employer will reject all the proposals received and invite fresh proposals.

17. Technical Evaluation Criterion

Detailed technical evaluation will be carried out first by a scrutiny of the bids. Part bids are not allowed and the bidders must bid for the Total solution. Bidders, whose bids satisfy the laid down eligibility criterion and whose solution appears technically acceptable, will then be asked to undertake trials and demonstrate the complete working solution to the technical evaluation committee. Commercial bids of only those Bidders who are able to successfully undertake trials and demonstrate the complete working solution will be opened.

18. Award of Contract

18.1 After completing negotiations the Employer shall issue a Letter of Intent to the selected Total Solution Provider and promptly notify all other Total Solution Provider who have submitted proposals about the decision taken.

18.2 The Total Solution Provider will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract in Section-6, within 15 days of issuance of the letter of intent.

18.3 The Total Solution Provider is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.

19. Payment Schedule

- i) No payment will be made in advance for any services under this project / assignment.
- ii) 50% of the total contract shall be released after delivery and successful demonstration of the total solution. Payment will be made against Bank Guarantee (Nationalised Banks only) and Bank Guarantee will be valid till successful acceptance test/sign off.
- iii) 40% of the remaining amount shall be released after successful acceptance tests against Bank Guarantee. The Bank Guarantee shall be valid for six months from the date of acceptance test.
- iv) 10% of the cost will be released after completion of the warranty period.
- v) Earnest Money of the Total Solution Provider will be released within one month after the award of the contract.
- vi) For 10% the Bank Guarantee will be release after the completion of three years and six months of the signing of the contract agreement or the support period whichever is later.

19.1 Sub-contracting of the project

In the event Total Solution Provider intends to use Sub-Contractor for any part of the Project, the following shall be adhered to:

- (i) The sub-contracting of the entire project shall not be allowed. Further, the Total Solution Provider will be solely responsible for the whole project and all of the conditions of the project, even if he sub-contracts any part of the project to any other party. In other words sub-contracting would not absolve the Total Solution Provider from the responsibility for the complete project and its conditions. However, subcontracting of system integration would not be allowed under this RFP and shall be the sole responsibility of the Total Solution Provider.
- (ii) The Total Solution Provider may sub contract a part of project after informing the NSDI for the same. However, the Total Solution Provider will be solely responsible for the implementation of any part of the project sub contracted to the satisfaction of NSDI.
- (iii) Evidence that all obligations imposed by the RFP on the Bidder have been fully understood and accepted where applicable by the Sub-contractors.

19.2 Change in company structure

The Membership/Board structure of the bidder, if changed after the bidder is selected. The Total Solution Provider shall accordingly inform the NSDI of such changes and amend the contract wherever applicable or deemed fit.

20. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Total Solution Provider who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Total Solution Provider of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

INSTRUCTIONS TO TOTAL SOLUTION PROVIDER
Part-II

DATA SHEET

Clause No. of Data Sheet	Ref of ITSP	Particulars
1.	2.2	Name of the Employer: Ministry of Science and Technology, National Spatial Data Infrastructure
2.	2.2	Name of the Assignment/job is: NSDI –DSS.
3.	2.5	A pre-proposal meeting will be held: No
4.	14.4	Date & time and address for submission of proposal/ bid: Date : Latest by the 16th February, 2009 Time : By 1500 hrs. on 16.2.2009 Address : NSDI, R.K. Puram, New Delhi (Through Tender Box at Level-5, East Block, Sector-1, R.K.Puram.)
5.	2.5	The Employer's representative is: Dr. K.R. Murali Mohan Address: National Spatial Data Infrastructure Division, Level – 5, East Block-7, Sector-1, R.K. Puram, New Delhi Telephone: 26177249, 26182967 Facsimile: 26182973 E-mail: nsdi@nic.in
6.	2.6	The Employer will provide the following inputs and facilities: a. Prime space and minimal infrastructure like, electricity, water and security etc.,
7.		The Employer envisages the need for continuity for downstream work: No
8.	8.1	Proposals must remain valid for 90 days after the submission date, i.e. until: [the 6 th May, 2009]
9.	4.1	Clarifications may be requested not later than 15 days before the submission date.i.e. 30 th January, 2009 The address for requesting clarifications is: Facsimile: 26182973 E-mail: siva_k@nic.in
10.	9.3 (b)	The estimated number of professional staff-months required for the Assignment/job is: [Indicate the requirement/expertise for each key professional for example financial analyst, designer, engineer, planner etc.]
11.	9.4	The formats of the Technical Proposal to be submitted are: (Note: Delete whichever is not applicable. More formats can also be added depending upon the nature of the assignment)

- Form Tech 1 : Letter of Proposal submission
 Form Tech 2 : Total Solution Provider's organization & experience
 Form Tech 3 : Comments & suggestions on TOR
 Form Tech 4 : Approach & methodology
 Form Tech 5 : Team composition
 Form Tech 6 : Curriculum vitae
 Form Tech 7 : Staffing Schedule
 Form Tech 8 : Work Schedule
 Form Tech 9 : Comment / modification suggested on draft contract.
 Form Tech 10 : Information regarding any conflicting activities and declaration thereof.

12. Training is a specific component of this Assignment/job:

Yes. [Of general nature for familiarization with the operations of the DSS]:

13. 11.1 Total Solution Provider to state the cost in Indian Rupees:
 14. 14.3 Total Solution Provider must submit the original and 2 copies of the Technical Proposal, and the original of the Financial Proposal.
 15. 15.4 Evaluation Criteria : Criteria, sub-criteria, for evaluation of Technical Proposals have been prescribed :
 Detailed evaluation.

(2) Procedure for Detailed evaluation of technical qualifications

Criteria, sub-criteria and point system for evaluation to be followed under this procedure is as under:

S.No.	Criteria/Parameter	Score/Weightage	Self-assessment score	Marks by evaluation committee
1	Specific experience of the Total Solution Provider firm relevant to the assignment	10		
2	Adequacy of the proposed methodology and work plan in response to the terms of reference.	30		
2(a)	Sub-criteria Technical approach & methodology	30		
b)	Work plan	20		
c)	Organisation & staffing	10		
3	Key professional staff: Qualification & competency for the assignment	10		
4	Qualifications and competency of each of the key professional will be evaluated separately The marks for key professionals will be further divided as under: a) Team Leader	10		
	b) Other key professionals	10		
5	a. System Architecture including HW/SW/Development Modules	20		
	b. Experience maintenance services rendered	10		
6	Experience in carrying out similar assignment/job	30		
7	Quality of tender preparation & documentation	10		
	Total	200		

1. In the case of detailed procedure of technical evaluation, all the Total Solution Provider who secure 75% or above i.e. a minimum of 150 marks a specified percentage of will be considered as technically qualified. Financial bids of only such qualified Total Solution Provider will be opened. The Total Solution Provider quoting the lowest price for the assignment will be considered for negotiations/ award of contract.

- a. All bidders shall also evaluate their bids and assign marks as per the data sheet.
- b. Evaluation Committee, independently shall evaluate each component and assign marks.
- c. For taking a decision, marks assigned key evaluation committee will only be considered and Evaluation Committee decision is final and paramount. Evaluation Committee may seek clarification from bidder, if required.
- d. The bidder have to score minimum of 50% marks in individual components/parameters and overall score minimum 150 marks out of 200 to qualify technically.
- e. Evaluation Committee may consider, modify, delete some of the parameters while evaluating the bids, but a uniform, transparent and scaling criteria will be applied on all bids.

18. Location for performance assignment / job:

Section 3

Technical Proposal - Standard Forms

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To:

National Spatial Data Infrastructure,
Ministry of Science & Technology,
East Block-7, Level-5, Sector-1
R.K.Puram, New Delhi- 110 066

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for NATIONAL SPATIAL DATA INFRASTRUCTURE- DECISION SUPPORT SYSTEM in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD and bid processing fees..

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Total Solution Provider]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph 4 of the Part II Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:
Name and Title of Signatory:

Name of Firm:

Address:

TOTAL SOLUTION PROVIDER'S ORGANIZATION AND EXPERIENCE

A - Total Solution Provider's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also if the Total Solution Provider has formed a consortium, details of each of the member of the consortium, name of lead members etc shall be provided]

B - Total Solution Provider's Experience

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job(If possible, the employer shall specify exact assignment / job for which experience details may be submitted). In case of consortium, association of Total Solution Provider, the Total Solution Provider must furnish the following information for each of the consortium member separately]

1. Firm's name:

1 Assignment/job name:

1.1 Description of Project

1.2 Approx. value of the contract (in Rupees):

1.3 Country:

1.4 Location within country:

1.5 Duration of Assignment/job (months) :

(Signature of the Bidder)

1.6 Name of Employer:

1.7 Address:

1.8 Total No of staff-months of the Assignment/job:

1.9 Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):

1.10 Start date (month/year):

1.11 Completion date (month/year):

1.12 Name of associated Total Solution Provider, if any:

1.13 No of professional staff-months provided by associated Total Solution Provider:

1.14 Name of senior professional staff of your firm involved and functions performed.

1.15 Description of actual Assignment/job provided by your staff within the Assignment/job:

Note : Please provide documentary evidence form the client i.e copy of work order, contract for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

(Signature of the Bidder)

**COMMENTS AND SUGGESTIONS ON THE TERMS OF
REFERENCE AND FACILITIES TO BE PROVIDED BY
THE EMPLOYER**

A - On the Terms of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Inputs and Facilities to be provided by the employer

[Comment here on Inputs and facilities to be provided by the Employer according to Paragraph 6 of the Part II Special information to Total Solution Provider including: administrative support, office space, Domestic transportation, equipment, data, etc.]

(Signature of the Bidder)

**DESCRIPTION OF APPROACH, METHODOLOGY AND
WORK PLAN FOR PERFORMING THE
ASSIGNMENT/JOB**

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing

a) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) **Work Plan.** The consultant should **propose and justify** the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

(Signature of the Bidder)

c) Organization and Staffing. The Total Solution Provider should **propose and justify** the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.]

(Signature of the Bidder)

FORM TECH-6

**DETAILS OF PROFESSIONAL STAFF
PLANNED TO BE DEPLOYED FOR THE ASSIGNMENT**

1. Proposed Position:

[For each position of key professional separate form Tech-6 will be prepared]:

2. Name of Firm:

[Insert name of firm proposing the staff]:

3. Name of Staff:

[Insert full name]:

4. Date of Birth:

5. Nationality:

6. Education:

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

7. Membership of Professional Associations:

(Signature of the Bidder)

FORM TECH-6

8. Other Training:

9. Countries of Work Experience:

[List countries where staff has worked in the last ten years]:

10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

11. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: To Year]:

Employer:

Positions held:

12. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment/job]

(Signature of the Bidder)

FORM TECH-6

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: [Signature of staff member or authorized

Place: representative of the staff]

[Full name of authorized representative]:

(Signature of the Bidder)

STAFFING SCHEDULE

S.No.	Name of Staff	Staff input (in the form of a bar chart)											Total Months
		1	2	3	4	5	6	7	8	9	10	11	

1.

2.

3.

Note:

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the Assignment/job. For each staff indicate separately staff input for home and field work.

(Signature of the Bidder)

WORK SCHEDULE

S.No.	Activity	Months												Total Months
		1	2	3	4	5	6	7	8	9	10	11	12	
1.														
2.														
3.														
4.														

1 Indicate all main activities of the Assignment/job, including delivery of reports (e.g.: inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased Assignment/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in the form of a bar chart.

(Signature of the Bidder)

**COMMENTS / MODIFICATIONS SUGGESTED ON
DRAFT CONTRACT**

[Here the Total Solution Provider shall mention any suggestion / views on the draft contract attached with the RFP document. The Total Solution Provider may also mention here any modifications sought by him in the provisions of the draft contract. This information shall be used at the time of the negotiations. However, the Employer is not bound to accept any/all modifications sought and may reject any such request of modification.]

(Signature of the Bidder)

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION
THEREOF**

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 5 of section 2. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under para 5 of the section 2. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Section 4.

Financial Proposal - Standard Forms

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

National Spatial Data Infrastructure,
Ministry of Science & Technology,
East Block-7, Level-5, Sector-1
R.K.Puram, New Delhi- 110 066

Dear Sirs:

We, the undersigned, offer to provide the Total Solution Provider for NATIONAL SPATIAL DATA INFRASTRUCTURE- DECISION SUPPORT SYSTEM in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

1. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures].
2. This amount is inclusive of all taxes.
3. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.
4. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph 4 of the Part II Data Sheet.
5. For deciding the most competent and eligible bid, in terms of this tender document, the consolidated final cost quotation form Fin-2 will be the determining factor.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Purpose of Commission	Gratuity
----------------------------	----------------------------------	----------

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

SUMMARY OF COSTS

S. No	Particulars	Amount in Rupees	Amount in words
	Consolidated cost in Rs.		

Authorized Signature

Name:

Designation

Name of firm:

Address:

TERMS OF REFERENCE

Objective and Scope of Work

National Spatial Data Infrastructure – Decision Support System (NSDI-DSS)

1. BACKGROUND

National Spatial Data Infrastructure (NSDI) of Department of Science & Technology (DST) is established with a vision to create National infrastructure for the availability of and access to organised spatial data and use of the infrastructure at Community, Local, State, Regional and National levels for sustained economic growth. India Geoportal with a facility to access metadata is currently undergoing beta testing.

Towards achieving the above vision DST seeks a qualified Geospatial solution and services provider (herein after referred to as the Vendor) for the establishment of this Decision Support System (NSDI-DSS) on a Turn-Key basis that includes hardware, software, development, customisation, installation and maintenance. The primary objective of this Geo-portal is to deploy Decision Support Systems (DSS) for agriculture and natural resource assessment, infrastructure planning (to support minimum needs program of the Government Of India), disaster planning and recovery, including many other endeavors such as watershed development programs at National, State and Local levels.

2. OBJECTIVES/PURPOSE OF THE ASSIGNMENT

For the NSDI-DSS to be fully realized or appreciated, its utilization for scientific management of natural resources and decentralized planning needs to be clearly demonstrated through the availability of a Strong Decision Support System. Such a system should facilitate the critical need of users to access, discover and utilize a national geospatial and MIS data for decision-making purposes in an integrated rapid manner. The primary objectives of NSDI-DSS are:

- Development of Web-Based Decision Support Systems
 - To meet requirements of National Level Programs

- To implement strategies and action plans for Rural Development
- To allow online access and updating of project data
- To provide regular monitoring of National Level Programs and impact assessment
- Integration and utilization of existing data investments from various Ministries and departments
- Creation of Single Window Applications for uncomplicated sharing, analysis and access of national geospatial information by decision makers
- Expanded use of solution at various levels of government
- Maximize existing investments in data by integrating it into new applications
 - Use of existing databases available from national to state to district level
 - Enable near real-time integration of various disparate GeoSpatial & Non spatial databases and software applications for generating real-time reports & immediate decision making
 - Ownership of the data and control of database remains with the concerned departments (Data Creators)
 - Eliminates duplication of data by utilizing what exists where it exists and thereby eliminate the needs for establishing additional infrastructure at different levels
 - Implementation of data security at micro-levels
- Sustainable technical architecture for the long-term – allowing multiple new pluggable applications by users, industry or a combination
- Easily created applications - Pluggable architecture for creating new web-Based Decision Support applications that do not require large investments in technology, or training
 - Provide multiple level application and data security
 - Provide multi-lingual support in real time
 - Online Tools for Project Monitoring & Implementation
 - Ease of update of data to assess up-to-date information

- Facilitation of timely preparation of Implementation Plans
- Faster decision making at all levels of government
- Pushes information, decisions and economic growth down the line

3. DETAILED SCOPE OF WORK/ASSIGNMENT

The critical requirements of NSDI-DSS is to establish a sustainable infrastructure for development and deployment of decision support systems which can be used for implementation of national level programs which are aimed at maintenance and management of natural resources and infrastructure of our country.

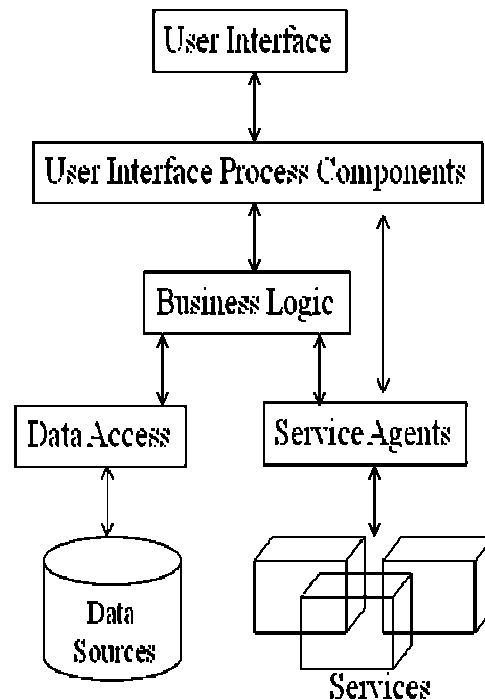
To achieve this NSDI-DSS is required to be equipped with state-of-the art hardware and software infrastructure that would enable NSDI-DSS to expand the use of integrated geospatial and MIS information at national levels by various government agencies.

The critical requirements of NSDI-DSS are spelled out below and details are given in Annexure-I.

- NSDI-DSS must adopt a data format independent and platform neutral solution by using Services Oriented Architecture (SOA), **with no need to change existing systems** or technology. In addition, from an end user point of view, these Web-Based Decision Support applications must be:
 - Easy to create, i.e. they will require no software programming, and
 - Easy to use even by a layperson.
- The fundamental requirement of the NSDI-DSS is the ability to simultaneously access geospatial data, its corresponding attribute information and other non-spatial database from multiple sources, which are, based on diverse platforms and data formats, without data translations or system conversions.
- Another most critical and fundamental requirement of the NSDI-DSS is that the Administrator / Users must be able to develop and deploy web based, GIS centric Decision Support Systems using easy to use configuration and application tools. These tools should enable the configuration of the following functionality and a variety of applications, without any programming/coding requirement, architectural re-design or re-training. Easy (web-based) ability to integrate multiple applications meant for various agencies / decision making purposes must be available. The overall solution should act as a single-window portal hosting applications and serving data pertaining to different agencies. The end user should

be able to avail GIS functionalities using standard web browser.

- The solution must have a sustainable and solid architecture with inherent extensibility for future growth. The NSDI-DSS solution will be architected as per proven industry best practices and based on latest evolving technologies including a service oriented architecture, as visualized below:

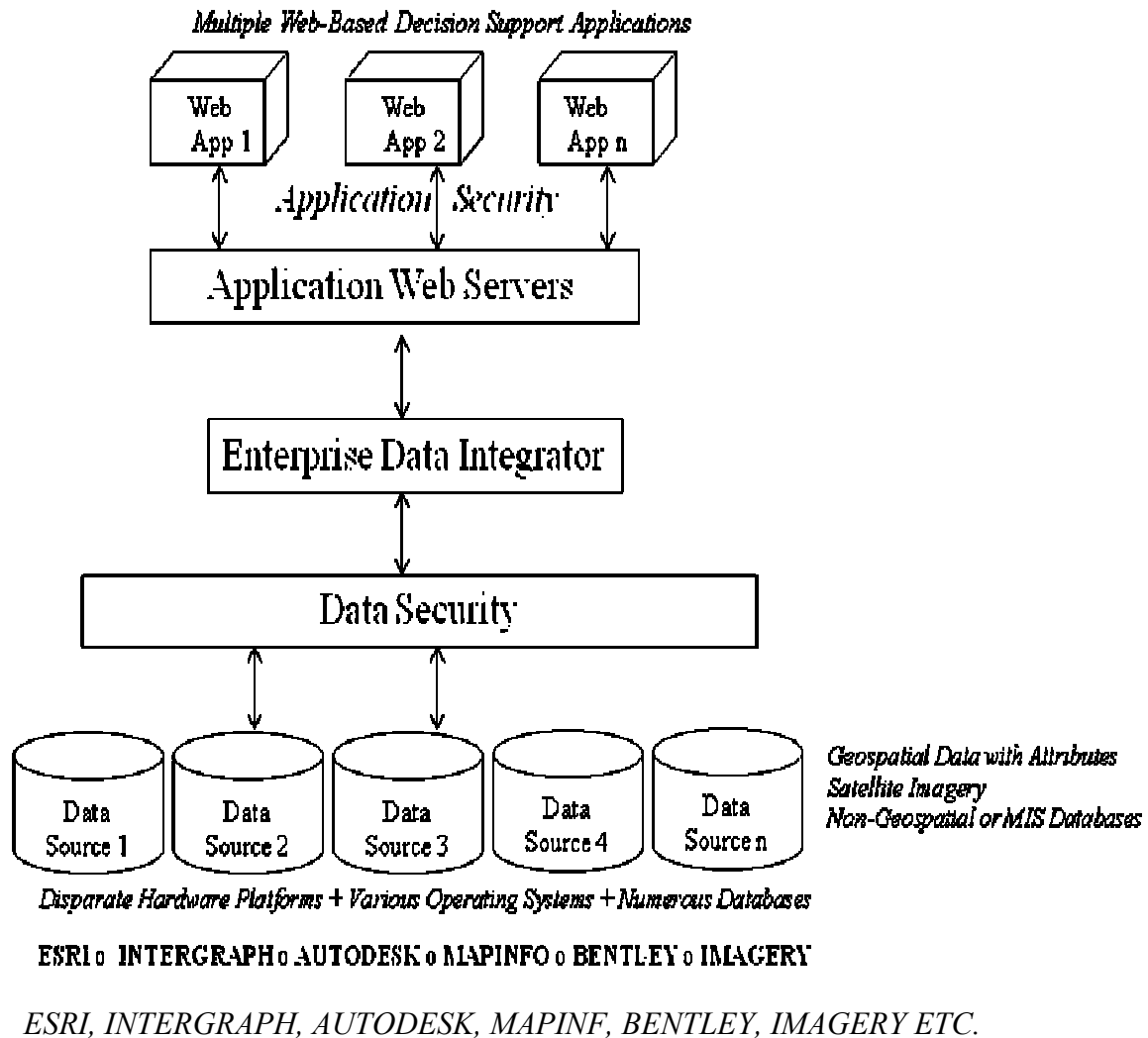


Thus, this comprehensive NSDI portal must become the enabler for successful implementation of various National level programs by the concerned users. The creation of NSDI-DSS will be based on a technology infrastructure exhibiting the following critical functionalities (comprehensive requirements for functionality are provided in the detailed bill of material in next section):

- Seamless integration of enterprise services & data
- Platform neutral multiple DB support (different formats, platforms, etc) from a completely platform agnostic point of view.
- Ingestion of hi-res satellite imagery (multiple 3rd party sources) and imagery available from various OGC compliant Provider.
- Easy (web-based) ability to integrate multiple applications meant for various agencies / decision making purposes.
- Ingestion of multiple disparate databases consumed on-the-fly through a Web Service to provide a true SOA implementation

- On-demand linking of Geospatial data to Document references anywhere on the Internet / Intranet
- Collaboration via Map URLs available via Map Windows & email.
- Metadata Manager providing authorized users the ability to browse through available metadata and then request the specified geospatial data of interest. Mashups, spatial restriction in searching for metadata, dynamic previewing of WMS services and secure access based and ability to view this metadata from the web mapping application will be included,
- Integration of industry standards such as WFS and WMS from OGC.
- Web 2.0 support for NSDI-DSS web applications - NSDI-DSS web applications must be based on emerging Web 2.0 concepts that refer to a "second generation" of web sites, primarily distinguished by the ability of visitors to contribute information for collaboration and sharing using Web services .. There would be intuitive user friendly, user interfaces.
- Configurable multi-lingual support - e.g. from English to Hindi, Sanskrit and other Indian Languages with flexibility to switch languages in real-time, configurable to serve different data (layers and attributes) and tools based on language and easy to add translated user interface captions.
- User Identity & Access Management for login and authentication should be available.
- Secure web editing of maps controlled by and based on security privileges
- Web Editor features to edit spatial data and attributes based on users authorizations
- Advanced Map Layer / MIS Database Column Searches including joined databases
- Powerful Subject Area Filters
- Configurable Search Wizards to create Wizard- based User Interface for *Searches*
- Print Templates and multiple report formats
- Ability to display GeoDSS content on the fly and inbuilt support for RSS feeds
- In-built Red Lining support directly on map or in the Map Viewer or MIS data. Users should be able to place points, lines, polygons and text and save for future retrieval. Redlining sets should be importable as layers allow collaboration via email and concurrency

- Flexible Support for Custom Tools, Toolbars and Commands
- Web application users should be able to dynamically create (pie, bar, line, etc.) charts.
- Dynamically display attribute table based on selected map views.
- Given below is the macro level system architecture of the Proposed NSDI-DSS.



1. Bidders must provide a point-by-point compliance against each objective, critical requirements, eligibility and detailed bill of material.
2. Bidders should clearly specify their operational capacity to undertake and complete the project within 6 months from the date of award of contract.
3. The vendor must submit documentary evidence in support of their claim for fulfilling the criteria and they should submit an undertaking on their letterhead to the fairness of these documents in support of their claim while submitting the bids. The bids received without documentary evidence will be out rightly rejected.

a. Turn-Key solution requirements

The core concept of providing a unified environment that allows a user to visualize, analyze, and/or edit data from numerous OGS Web Services simultaneously. An Integrated Client unifies common service discovery, feature production, imagery exploitation, portrayal management, processing, and sensor web enablement functionalities, and provides an environment for visualizing, analyzing and/or editing data from these sources/services. Portals and application clients represent just the tip of geospatial Decision Support Services (DSS) which aim to provide interoperable access to distributed geospatial web services to aid decision makers in forming, analyzing, and selecting alternatives, see Figure below. GeoDSS includes workflow management to produce context-specific results from information and knowledge from multiple communities. One objective of geospatial web services is to allow decision makers to access and use information that may have been collected for other purposes.

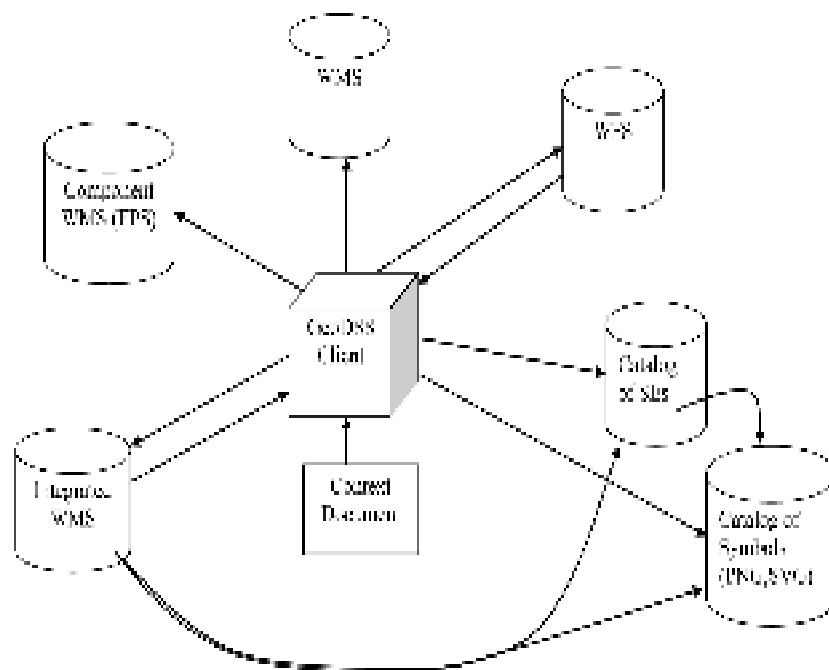


Figure- GeoDSS Integrated OWS Client

The detailed functionalities required in the Core Software Solution are given below. Existing software is given below. The software proposed should be compatible to the existing software and Oracle 11g Spatial. Vendor must provide detailed compliance to each of the points listed under Mandatory and essential requirements. Phrases such as 'noted' or 'complied' must be avoided. It is mandatory for Bidders to explain in detail how their proposed solution meets and complies with the requirements under these two headings.

EXISTING SOFTWARE: At present NSDI has 1. OGC compliant web services software (WMS, WFS, WRS and CSW) 2. oracle 11g spatial, 3. India geoportal

MANDATORY REQUIREMENTS:

1. Spatial Data input from multiple data sources:

Solution must provide tools for seamless integration of heterogeneous spatial data. It should be capable of integrating data and presenting dynamically unified views of various disparate Geospatial databases available with different data owners / provider agencies. The end users should be able to select data from their specific local agency data sources and combine it with SOI data, for example, where required (subject to their allotted privileges). The solution should be able to retrieve and interchangeably utilize popular geospatial data sources from industry leaders like ESRI, Autodesk MapInfo, Oracle, Bentley as well as open source databases such as PostGIS and raster formats such as Mr.Sid, JPEG, Tiff(GeoTIFF) etc. Finally, the solution should have been architected on open standards with ability to access emerging industry standard Geospatial formats such as WFS and WMS from OGC. The WFS support should allow editing of the spatial data via the web.

2. Non-spatial Data input from multiple data sources:

Must have the tool to link features on a Map to various 'business system' databases by the administrator. This should be multilevel so that administrators should be able to link features on a Map to a database and then use a column the linked database table to join to another database and so on. This should enable users to get information from external databases and make this information available to thin clients. By eliminating the need for complex combinations of adapters or data converters, the solution should be able to serve integrated Geospatial and MIS data (available in heterogeneous formats across multiple sources) as a consolidated view to the end users based on their privileges. The enterprise databases can be in any of the following but not limited to:

Oracle 8.0.0-9.0.1.1, 9i, 10g, 11g; MS SQL (including MS SQL Server 7.0, MS SQL

Server 2000); MS Access; DB2 (including: DB2 UDB 6.1, DB2 UDB 7.1, DB2 UDB 7.2); DBASE; DBF; JDBC; LDAP; OLE DB-Provider; Clipper; SAP DB; Informix; Ingres; ODBC; FoxPro; MySQL; OpenIngres 2.0; IBM AS/400; Comma-Separated; Empress RDBMS; Text (CSV, Tab separated, etc.), Paradox; PostgreSQL; SQL/DS; Sybase 11.x and 12.x; XBase; TinySQL; XML; etc.

3. Search Tool:

Must enable administrators to create simple and complex searches very quickly and easily and also provides tools to define how the results will be presented to the users. Also the search tool should provide administrators with the ability to inputting multiple search parameters. Instead of presenting a single page with all input boxes on the page, the administrator should be able to create a wizard whereby user can be navigated through a series of screens using "next" buttons to move from screen to screen.

4. Real time Localization:

This tool should provide support to configure multilingual capability such that the user can dynamically switch languages in real time. User should be able to select from a list of over 100 different Indian languages and English. The selected Languages then become available as a Drop Down List for the end user and the end user should be able to switch between languages dynamically at any time. . The solution should be configurable to serve different data (layers and attributes) and functionality tools based on the language selected. There should be Language Caption Editor allowing administrators to add / modify equivalent local language against English captions on need basis.

5. Security tool:

This tool should allow connectivity to Lightweight Directory Access protocol (LDAP) server for managing all the security features such as restricting users to limited functionality. This includes restricting users from viewing certain maps or layers or spatial features and even applications. The module should support connectivity to both Microsoft Active Directory and Open LDAP.

The solution should have Security Console to manage Users, User Groups, Resources and Access Privileges to resources. This should enable administrators to configure Secure Map Layers; user defined tool bars, Searches, Database Joins, Tools, Commands, Reports, Languages, and Attributes etc. and provide access selectively to User Groups. It should also have the provision to restrict access to Spatial Data (geometry and attributes)

based on a Column Attribute Value and enforce location-based security (providing access only to data within specific geographic boundaries for specific Users). The administrator should be able to restrict OGC layers and features based on the user privileges.

The security tool should be able to grants/deny access to selected features of a Layer and all attributes associated with those features. The access/non-access to selected features of a Layer should be honored by all required functionalities such as Search, Identify, and Selection etc. by the users. It should be applicable to both Location Based Security when applied to Attributes of a Layer or Attribute Based Security when applied to a Database Tables.

The security tool should also include WSDL security to provide security for WSDL. i.e. User can only use web service by registering a certificate for authentication, Function level Security, the functionality to provide credential information (User Name and Password) to run a web service and the object Level Security. The object level Security should provide security to the user of the web service to perform operation on selected object of the database within own group.

6. Web Editing:

The solution must have the provision to configure web editing functionality which should enable thin clients to edit / update and add both spatial and corresponding non-spatial data including any joined databases / tables. It should facilitate user to select layers of their choice, perform edits using COGO or by drawing line using cursor over the map window. Web based editing of maps should be possible based on security privileges defined for authenticated users. It should have the tools for common operations such as move, copy delete, paste, split and merge geometries

7. Audit Connection:

In case of any edit by the user / thin client, every edit performed by the user is to be recorded. For Feature edits (Add, Delete, Move, Merge, Attribute Update, Vertex Edit etc.), the system should save the pre-edited feature as an object and also record name, time etc. of the edits.

8. Routing:

The proposed solution must have the functionalities to allow users to plot a route between defined geographic locations, i.e. start point, Intermediate Point(s), and End

Point. User should be able to perform such routing at regional scale by connecting to web Total Solution Provider. The solution must enable thin clients to upload their own map layers and perform network analysis.

9. Web Services configure tool:

This tool should enable administrators with connectivity to Web Services, and also dynamically consume data from multiple agencies while ensuring that control of the data continues to stay with appropriate data owners. This tool should expose all tables, views, packages, procedures, and functions as web services.

10. Map Service connector:

The solution must have the functionality to configure the connectivity to different Web GIS map provider solutions. Also should have the ability to consume the spatial data that are published over the Internet/Intranet.

11. Map Content Manager:

This must be an intelligent canvas to which layers from one or more map services or client specific layers etc can be associated, displayed, and managed with multiple Web-GIS tools. The solution should be able to consume high-resolution imagery available from various sources and OGC compliant Provider. Applications should be able to make use of such widely available data on the web as Base Maps for overlaying spatial layers as well as maps created by the users. It should also have the capability to use the navigation and analysis tools within the application windows. For example, once the database is superimposed, the user should be able to compute the shortest path and directions between two points of interest. It should also have the provision to make use of 3D capabilities; e.g. Search for feature in applications and find related oblique image if they are available or click and get available attributes from map layers and joined databases from multiple data owning agencies etc.

12. Application Configuration Tool:

This should allow administrator to configure multiple user applications with provision to support custom tools and commands: It should be possible to create tools, commands and Toolbar(s) and add it to the Toolbars

13. Application Setting:

Should have provision for definition of user interface parameters, e-mail configuration to

send maps, info and Map tips settings.

14. Units configure:

User should be able to configure and define units of his choice for multiple functionalities such as determining a geographic location (XYZ coordinates) of a point on map, measure distance between two points (single line segment), measure distance between multiple points (multiple line segments), and measure area of a circle, rectangle or polygon by drawing one on the map etc.

15. Mobile user Interface:

Should allow Mobile users to connect the server and access basic Viewing GIS functionalities including simple search, layer management, Editing and red lining

16. Thematic Mapping:

Thematic mapping tool should provide the ability to display (create) maps whereby features on the map are rendered based on values of associated attributes by thin clients. It should have in-built capabilities to create thematic maps (unique, class breaks, etc.). The user / thin client should be allowed to create thematic maps on the fly when using the web application for pre configured services. On an OGC Layer, accessed from external sources, the user / thin client should be able to dynamically create thematic maps based on the layer attributes.

17. Dynamic Attribute Table:

The proposed solution should enable users to identify features on the map and get more detailed information about these features from disparate databases. It should get Attributes from Map Layer and Joined Databases in a tabular form, allow users / thin clients to arrange the data in Ascending/Descending order and export selected information. The user should also have the ability to restrict the tabular information based on the spatial extent of the map

18. GeoDSS:

The user should be able to dynamically fetch and display GeoDSS feed information from sources configured by the administrator using the "website configuration tool". User should also have the ability to dynamically add GeoDSS content from the Feed of his choice.

19. Charting:

Without any dependency on any other 3rd party charting s/w, the solution should enable users to create dynamic charts from the map layer. The Charts should include pie, bar, line etc. as per selections by the client using features and attribute fields selected. The charts should be displayed in a Chart Window. In addition, it should also have the provision to display static charts in a report window along with other relevant tabular data and map

ESSENTIAL REQUIREMENTS:

1. Map Input / Map Creator:

This should be Desktop GIS Application with basic viewing functionalities to create composite maps for Web based GIS. The overall solution should have popularly used GIS functionalities viz Map Navigation - Zoom-In, Zoom-Out, Pan, Previous Map, Next Map, Overview Map, Support for Map Views (Bookmarks), In-built Measurements - coordinates (point), length (line, multi-line), area (polygon, circle, rectangle), In-built Layer Manager to control Layer Visibility, Layer Grouping etc.

2. Overview Map Tool:

Functionalities must be available to define type of output image to be published on web page (GIF, PNG, JPG etc) for selected Map layers.

3. Reporting Tool:

The solution be able allow Web GIS administrator to Define reports that may be needed by end users, for each Layer and Table. The reports should be made available in standard GML, XML, CSV, and PDF & HTML formats.

4. Administration Tool:

In built capabilities for enabling users to build Web-GIS without any programming and allow configuring GIS websites the way user desires.

5. Edit Content Manager Tool:

Must provide functionalities to add / delete and edit Functional Tab with necessary information to publish the content.

6. **Edit Configure Tool:**

Edit configure tool must provide capabilities to manage number of map history to be maintained, refresh attempts, Minimum and maximum extent of maps to be displayed, scale bar and legend formatting etc.

7. **Copy right assigner Tool:**

Provide functionalities to print copyrights of map /Application / data provider on the web page.

8. **SQL Builder:**

Should enable user to define expressions and use standard operators such as +, - <, <>, >

Including AND, OR, Between, Like etc.

9. **Query Filter:**

Administrator should be able to configure or set a Query Filter to be auto applied or give user the option to apply the Query filter. This filter can be a simple filter or a Sub-Query to another database.

10. **Map View:**

Provision to define extents of maps and store them in the user defined names like "Delhi Airport, New Mehruuli Area, Karol Bagh area" etc. This should enable users to quickly view specific areas of the map thus avoiding the need to manually zoom in or navigate to these areas.

The Administration Console should list all Tools, Commands and Toolbars. This should include provision to add / delete the tools by the administrators

11. **Metadata management tool:**

The module should allow users to create new metadata based on NSDI. The module should also allow users to edit metadata associated with a layer or a map based on user privileges. There should be provision to spatially restrict searching for metadata, allowing users to restrict metadata search to a region of interest and support dynamic previewing of WMS services, secure access based on user roles and ability to view this metadata and updating if required.

12. Query Translator:

User should be able to write the SQL query as Oracle supports. It must enable translation of SQL Query to run on different databases.

13. Repository Manager:

To group database objects for ease use and rights assignments.

14. Database Administration:

The application must have inbuilt tool to provide Data Administration functionality for any database registered.

15. Add Map Service Tool :

To add, delete or update the Map services

16. Spatial & attribute data Administrator:

Administration environment to define configurations for all Data Sources (Layers and Tables) for application and web page development. e.g define user's caption for layers, Unique Identifier column, Attribute data sources, map tip tools, edit tool, identify tool etc.

17. Map Synchronize Tool:

Allow Administrators to adapt changes in data sources such as field name changes, layer name changes, added fields, etc. and update structural data mappings in the website

18. Attribute Setting Tool:

To define joining of data to external data source, attribute data edit & permissions to undo, search, mapping and thematic mapping by the thin client

19. Layer Search:

Allows user to search for features using a Layer's attributes or a combination of layer's attributes and one or more joined tables (or views). Multiple levels of nested joins should be permitted. This should also enable to apply spatial filter to the queries from multiple layers. For Example, search for all properties from "Property" Layer where properties

are within 500 meters of the "Delhi Parks" (where the ""Delhi Parks"" are the result of a query such as "select all Parks from land use layer"). This tool should have the provision to interactively restrict the search scope and also apply the buffer to features selected.

20. Query across Services:

User should be able to query across multiple map services. For example: selecting features of type 'A' from Map '1' which intersect with features of type 'B' from Map '2',

21. Nearby Search:

User should be able to find something (what) that is near something else (where). For example user may want to find (what) Banks that are (where) near Shopping Centers.

22. Location Search:

A Location Search is a facility where user should be able to provide a feature/place parameter (Name=Value) and get a Location (X, Y Coordinates) of the feature/place.

23. Shape Link:

There should be ability to link features on a Layer to external web applications and pass on column attributes as parameters to the external web applications. For example, user can search for a property using search tools. Once a property is selected, there should be provision for users to see history of sales data, which is being served by some other external web applications.

24. URL Handler:

There should be a provision to provide the Web-GIS applications access from external applications through URLs, or what are more commonly known as web links. This collaboration via Map URLs should be available via Map Windows & email. When the recipient of email clicks on the link, recipient should be able to view the same Map that was in Map Window.

25. Universal catalog interface:

This Interface should allow users to connect with NSDI & OGC/ISO 19115 defined standard metadata records and display it to the user on the website.

26. Database Registration:

For registering Databases that need to be dynamically accessed.

27. JDBC Registration:

Register new JDBC Driver to connect Database.

28. Single Database query:

The application must provide the function to get the result from any query on database registered with fusion solution. This should work for any databases, which will support the JDBC or ODBC.

29. Multi database query:

Similar to single database query the solution should provide functionalities to get query results from multiple databases join query.

30. Query Parser:

To separate the queries from a single join query for multiple database to multiple queries for different databases.

31. Data Migration:

To migrate data from one or multiple databases to a single target database.

32. Data mapping:

To Map the different database tables relationships to build the query.

33. Symbol Renderer Tool:

To render the features selected by the client / user on a map

34. Result Wizard:

The Results Wizard should provide the ability to organize and manage the Search Results. This should enable users to Group the Result Columns in user defined page sizes.

35. GPS Tracking interface:

Should enable mobile device with GPS (built in or Bluetooth enabled) users to center the map based on GPS data, convert GPS co-ordinates to map projection and send info to the server on the acquired position. This should be achieved with minimum customization for specific devices.

36. Dynamic Map resizing:

Should enable the map display to adjust with the net browser window

37. Navigation:

Should enable clients to control the navigation through Mouse wheel, keyboard & Game controllers

38. Display co-ordinate:

Enable cursor movement with cross hair and display the intersecting co-ordinate value

39. Distance measurement:

Should enable users to measure distance, area for selected layers even if they are from multiple projection / co-ordinate system

40. Red Lining:

This functionality should allow users to interactively annotate on a map. Provision should include "redline" or markup editable symbols, lines and Texts directly on top of a map in the Map Viewer This should also include control for graphic representation and attributes of the object, such as line color, line type, font, or weight.

Users can "redline" or markup directly on map in the Map Viewer. Users should be able to place points, lines, polygons and text and save Redlining for future retrieval. Redlining sets should be importable as layers to provide guidelines for updating data. Redlining should allow collaboration via email and concurrency between different users of same redlines. Create / update MIS data on the fly

41. Symbol assignment:

Provision to assign symbol for line, polygon point and buffer features.

42. Create Template:

To create a new Map Print Template for Simple Map, Maps with Selections, Map with Info, Route Map and Cartographic Map.

43. Edit Template:

To edit existing Print Template for Simple Map, Maps with Selections, Map with Info, Route Map and Cartographic Map.

44. Print Template:

Users should be able to print the contents of the Map Viewer in few simple steps using selected templates by the users. The template should include Simple Maps (provides a map displaying map in the map view window with legend etc.), Maps with Selections (provides a map displaying map in the map view window as well as listing of Selected Features) and Map with Info (provides a map displaying map in the map view window with attributes from Get More Info - Identify). Print Templates and multiple report formats: Flexibility to print only the Map or Map with Attributes, definition of new print templates using XSL, and support of standard output formats including HTML, PDF, CSV, XM, GML

45. Document Viewer:

There should be provision to configure the mechanism to link features on an map to one or more documents associated with the map feature. This should enable the authorized users to access document(s) from a Selection or a Results page. This has to be through webshare (URLS), DMS or databases within the intranet. On-demand linking of Geospatial data to Document references: It should have the flexibility to support secure document linking to: Network Databases, Documents stored on LAN/WAN, Any WebShare folder anywhere on the Internet / Intranet will be available (Depending upon the access privileges provided).

46. Notification:

This should allow a user to select a set of features on a layer and prepare a 'Notification Report' and/or 'Mailing List' for addresses associated with the selected features. For example, Municipality can send Zoning Change Notification or an Electrical Utility wants to notify all Customers fed from a particular Transformer from which power will

be disrupted for maintenance etc.

47. Theme Management

The Module should support managing the themes in a particular user session. This will allow a user to access history of themes created using the thematic mapping module.

48. OGC Selection

Allow selection and highlighting of selected features on the OGC map. The selection should support both attribute and spatial (rectangle, point, circle) methods.

49. External Metadata:

By using the "website configuration tool" the administrator should be able to link external metadata URLs with a map or a layer in the map. This metadata URL can then be displayed dynamically at the website.

50. Query Analyzer:

To find the response time for query provided.

51. Disclaimer Setting:

User should be able to configure the Display of disclaimer page

Part – II

TOR related information

ELIGIBILITY CRITERIA

The Bidder should have the capability to implement projects/assignments in terms of industry experience, requisite manpower of required qualification and experience, project management skills and quality/level of work. The bidder should have reasonable long-standing relationship with technology suppliers as well as active and passive component manufacturers, which they are proposing.

1.1 Bidders General Qualification

- i) Firm/Company/concern who have been banned by the Central Government Department/DGS&D to do business with government departments will be ineligible to participate.

1.2 Minimum eligibility criteria

- (i) The bidder must fulfill the following eligibility conditions and furnish evidence of each:
- (ii) Bidders/ Total Solution Provider (TSP) capable of providing Turn Key solutions
- (iii) Implementation of web-based GIS projects
- (iv) Documentary evidence for ISO/IEC 27001, ISO 9001:2000 and SEI CMMi Level 5 certifications.
- (v) Membership to Open Geospatial Consortium (OGC) will be preferred.
- (vi) Bidder/TSP having full-fledged support offices network across the country will be preferred.
- (vii) Proof of execution of supplies / works executed by a company to Government Departments, Public or Private sector Undertakings
- (viii) TSP should have a minimum annual turnover of Rs.10 crores in the Geospatial Technologies in the last financial year with a consolidated turnover of Rs.25 cores for the last 3 financial years (2005-06, 2006-07, 2007-08).
- (ix) The core geospatial technology should have registered corporate office in India
- (x) Due to the critical nature of the project, vendor should be of Indian origin and with over 50% Indian ownership. The management of the vendor should be in Indian hands with majority representation on the Board as well as the Chief Executive of the vendor being resident Indians. Accordingly, to ensure security and support, vendor must have the source code in India of the core software solution being offered.
- (xi) The bidding firm/company must be a registered company under companies Act, 1956/Registrar of firms and having valid ISO 9001:2000 certification at the time of bidding.
- (xii) The bidder must be an ISO 9001:2000 or SEI-CMM Level – 4 or above certified company. The said certification must be at least one year prior to the date of publication of this Tender.
- (xiii) The Bidder must be either a reputed company in the field of Geospatial Technologies with a comprehensive experience in development and deployment of web portals, MIS applications softwares and must be in the business for the last five years as on 31.12.2008 and must have an experience of execution of the projects preferably in Geospatial sector for the last FIVE years in India.

- (xiv) The turnover of the bidding firm/company/concern must be minimum Rs.10 crores (Rupees Ten crores only) in the last financial year with a consolidated turnover of Rs.25 crores (Rupees Twenty five crores) for the last three years from software development preferably in Geo-spatial, maintenance and system integration for the preceding 3 financial years ending with 31.3.2008. This must be bidding company's turnover and not that of any group of companies.
- (xv) The bidding firm/company/concern must have made profits as per the balance sheets in the last two financial years i.e.2006-2007 and 2007-2008 and should be in sound financial position. A copy of last three financial years relevant audited Balance Sheets upto 31.3.2008 must be submitted with the bid.
- (xvi) The bidder/original vendor must have executed two projects in the area of Geo-spatial technologies in India (excluding hardware & networking components) for a minimum value of Rs.1.00 crores (Rupees one crore only) each in last three financial years ending 31.3.2008. Bidder is required to submit the self attested copies of work orders and successful completion/implementation certificates of each such project with the bid.
- (xvii) The bidding firm/company/concern must be authorized to bid on behalf of the Manufacturer/Technology Supplier and should submit a specific authorization letter pertaining to this project and assuring all technical support to the bidder in order to satisfactorily execute the project as per the scope specified.
- (xviii) The bidding firm/company/concern should have support centres in Delhi/NCR.
- (xix) The bidding company/firm/concern must certify that the Technology is State-of-the-Art and latest and the original vendor shall provider the technology support for at least five years.
- (xx) The design/solution provided by the bidder for the assignment/project must be in accordance to the policies/regulations applicable to such networks as laid by Government of India.

Documentary evidence in support of all the above eligibility criteria should be furnished with the bid.

Section 6. Standard Form of Contract

STANDARD FORM OF CONTRACT

Total Solution Provider

Contents

- I. Form of Contract
- II. General Conditions of Contract
 - 1. General Provisions
 - 2. Commencement, Completion, Modification and Termination of Contract
 - 3. Obligations of the Total Solution Provider
 - 4. Total Solution Provider' Personnel and Sub-Total Solution Provider
 - 5. Obligations of the Employer
 - 6. Payments to the Total Solution Provider
 - 7. Fairness and Good Faith
 - 8. Settlement of Disputes
 - 9. Liquidated Damages
 - 10. Miscellaneous Provisions
- III. Special Conditions of Contract
- IV. Appendices
 - Appendix A – Description of Services
 - Appendix B - Reporting Requirements
 - Appendix C - Staffing Schedule
 - Appendix D - Cost Estimates in Foreign Currency
 - Appendix E - Duties of the Employer

CONTRACT FOR TOTAL SOLUTION PROVIDER

between

[name of the Client]

and

[name of the Total Solution Provider]

Dated:

I. Form of Contract

(Text in brackets [] should be filled up appropriately; all notes should be deleted in final text)

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between the President of India acting through (designation), Ministry of ----, Department of -- ----, Government of India, (office address), [name of employer] (hereinafter called the “Employer”), of the First Part and, [name of Total Solution Provider] (hereinafter called the “Total Solution Provider”) of the Second Part.

[Note: If the Total Solution Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, namely, lead Total Solution Provider [name of lead Total Solution Provider] and [name of Total Solution Provider/s] (hereinafter called the “Total Solution Provider”).

WHEREAS

- (a) the Total Solution Provider, having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated_____ issued by the Employer ;
- (b) the “Employer” has accepted the offer of the Total Solution Provider to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Staffing schedule
 - Appendix D: Cost Estimates
 - Appendix E: Duties of the “Employer”
 - Appendix F: Duties of the Total Solution Provider

2. The mutual rights and obligations of the “Employer” and the Total Solution Provider shall be as set forth in the Contract, in particular:

(a) the Total Solution Provider shall carry out and complete the Services in accordance with the provisions of the Contract; and

(b) the “Employer” shall make payments to the Total Solution Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by -----

In presence of

1. For and on behalf of the President of India [name of “Employer”]

(Witnesses)

(i)

[Authorized Representative]

(ii)

2. For and on behalf of [name of Total Solution Provider]

In presence of

(Witnesses)

(i)

[Authorized Representative]

(ii)

[Note: If the Total Solution Provider consists

of more than

one entity, all these entities should appear as signatories, e.g., in the following manner:]

3. For and on behalf of each of the Members of the Total Solution Provider.

[name of member]

[Authorized Representative]

4. [name of member]

[Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 **Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.

(b) “Total Solution Provider” means any Company/firm/proprietor or public entity that will provide the Services to the “Employer” under the Contract.

(c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.

(d) “Day” means calendar day.

(e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

(f) “Foreign Currency” means any currency other than the currency of the “Employer’s” country.

(g) “GC” means these General Conditions of Contract.

(h) “Government” means the Government of India

(i) “Local Currency” means Indian Rupees.

(j) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.

(k) “Party” means the “Employer” or the Total Solution Provider, as the case may be, and “Parties” means both of them.

(l) “Personnel” means professionals and support staff provided by the Total Solution Provider or by any Sub-Total Solution Provider and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).

(m) “Reimbursable expenses” means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].

(n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

- (o) "Services" means the work to be performed by the Total Solution Provider pursuant to this Contract, as described in Appendix A hereto.
- (p) "Sub-Total Solution Provider" means any person or entity to whom/which the Total Solution Provider subcontracts any part of the Services.
- (q) "Third Party" means any person or entity other than the "Employer", or the Total Solution Provider.
- (r) "In writing" means communicated in written form with proof of receipt.

1.2 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Employer” and the Total Solution Provider. The Total Solution Provider, subject to this Contract, has complete charge of Personnel and Sub-Total Solution Provider, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 **Law Governing Contract :** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 **Headings:** The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.6 **Location:** The Services shall be performed at such locations as are specified in **Appendix A hereto** and, where the location of a particular task is not so specified, at such locations, as the “Employer” may approve.

1.7 **Authority of Lead Partner :** In case the Total Solution Provider consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Total Solution Provider) in the SC to act on their behalf in exercising all the Total Solution Provider’s rights and obligations towards the “Employer” under this Contract, including without limitation the receiving of instructions and payments from the “Employer”. However, each member or constituent of Consortium of Total Solution Provider shall be jointly and severally liable for all obligations of the Total Solution Provider under the Contract.

1.8 **Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the Total Solution Provider may be taken or executed by the officials specified in the SC.

1.9 **Taxes and Duties :** The Total Solution Provider, Sub-Total Solution Provider and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.10 Fraud and Corruption

1.10.1 **Definitions:** It is the Employer’s policy to require that Employers as well as Total Solution Provider observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) “collusive practices” means a scheme or arrangement between two or more Total Solution Provider, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2 Measures to be taken by the Employer

- (a) The Employer may terminate the contract if it determines at any time that representatives of the Total Solution Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Total Solution Provider having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- (b) The Employer may also sanction against the Total Solution Provider, including declaring the Total Solution Provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Total Solution Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.10.3 Commissions and Fees

At the time of execution of this Contract, the Total Solution Provider shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 **Effectiveness of Contract:** This Contract shall come into force and effect on the date (the “Effective Date”) of the “Employer”’s notice to the Total Solution Provider instructing the Total Solution Provider to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 **Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 **Commencement of Services:** The Total Solution Provider shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4 **Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 **Entire Agreement :** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 **Modifications or Variations:** (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 **Force Majeure**

2.7.1 **Definition** (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Total Solution Provider or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 **No Breach of Contract :** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 **Measures to be Taken:** (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Total Solution Provider, upon instructions by the “Employer”, shall either:

(i) demobilize,; or

(ii) continue with the Services to the extent possible, in which case the Total Solution Provider shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension: The “Employer” may, by written notice of suspension to the Total Solution Provider,

suspend all payments to the Total Solution Provider hereunder if the Total Solution Provider fails to perform any of its

obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Total Solution Provider to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Total Solution Provider of such notice of suspension.

2.9 Termination

2.9.1.1 By the “Employer ”: The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1.

(a) If the Total Solution Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.

(b) If the Total Solution Provider becomes (or, if the Total Solution Provider consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Total Solution Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

(d) If the Total Solution Provider, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Total Solution Provider submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.

(ee) If the Total Solution Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

(f) If the Total Solution Provider fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the Total Solution Provider to improve the quality of the services.

(g) If, as the result of Force Majeure, the Total Solution Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(h) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence the “Employer” shall give a not less than thirty (30) days’ written notice of termination to the Total Solution Provider, and sixty (60) days’ in case of the event referred to in (h).

2.9.2 By the Total Solution Provider : The Total Solution Provider may terminate this Contract, by not less than thirty (30) days' written notice to the "Employer", in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

(a) If the "Employer" fails to pay any money due to the Total Solution Provider pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Total Solution Provider that such payment is overdue.

(b) If, as the result of Force Majeure, the Total Solution Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the "Employer" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

(d) If the "Employer" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Total Solution Provider may have subsequently approved in writing) following the receipt by the "Employer" of the Total Solution Provider's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations : Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Total Solution Provider's obligation to permit

inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services : Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Total Solution Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Total Solution Provider and equipment and materials furnished by the "Employer", the Total Solution Provider shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination : Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the "Employer" shall make the following payments to the Total Solution Provider:

(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the Total Solution Provider shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merint as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Total Solution Provider will be required to pay any such liquidated damages to client within 30 days of termination date

2.9.6 Disputes about Events of Termination : If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE TOTAL SOLUTION PROVIDER

3.1 General

3.1.1 **Standard of Performance:** The Total Solution Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Total Solution Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer”’s legitimate interests in any dealings with Sub-Total Solution Provider or Third Parties.

3.2 **Conflict of Interests :** The Total Solution Provider shall hold the “Employer”’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Total Solution Provider shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 **Total Solution Provider not to benefit from Commissions, Discounts, etc .:** (a)The payment of the Total Solution Provider pursuant to Clause GC 6 hereof shall constitute the Total Solution Provider’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Total Solution Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Total Solution Provider shall use its best efforts to ensure that any Sub-Total Solution Provider, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Total Solution Provider, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Total Solution Provider shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the Total Solution Provider in the exercise of such procurement responsibility shall be for the account of the “Employer”.

3.2.2 **Total Solution Provider and Affiliates Not to Engage in Certain Activities:** The Total Solution Provider agrees that, during the term of this Contract and after its termination, the Total Solution Provider and any entity affiliated with the Total Solution Provider, as well as any Sub-Total Solution Provider and any entity affiliated with such Sub-Total Solution Provider, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Total Solution Provider’s Services for the preparation or implementation of the project.

3.2.3 **Prohibition of Conflicting Activities :** The Total Solution Provider shall not engage, and shall cause their Personnel as well as their Sub-Total Solution Provider and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 **Confidentiality :** Except with the prior written consent of the “Employer”, the Total Solution Provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Total Solution Provider and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken out by the Total Solution Provider : The Total Solution Provider (i) shall take out and maintain, and shall cause any Sub-Total Solution Provider to take out and maintain insurance, at their (or the Sub-Total Solution Provider', as the case may be) own cost but **on terms and conditions approved by the "Employer"**, insurance against the risks, and for the coverages specified in the SC, and (ii) at the "Employer"'s request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.5 Accounting, Inspection and Auditing : The Total Solution Provider (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Employer" or the Employer, if so required by the "Employer" or the Employer as the case may be.

3.6 Total Solution Provider's Actions Requiring "Employer"'s Prior Approval : The Total Solution Provider shall obtain the "Employer"'s prior approval in writing before taking any of the following actions:

(a) Any change or addition to the Personnel listed in Appendix C.

(b) Subcontracts: the Total Solution Provider may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Total Solution Provider shall always retain full responsibility for the Services. In the event that any Sub-Total Solution Provider are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the Total Solution Provider to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.

3.7 Reporting Obligations : The Total Solution Provider shall submit to the "Employer" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.8 Documents Prepared by the Total Solution Provider to be the Property of the "Employer ": All plans, drawings, specifications, designs, reports, other documents and software prepared by the Total Solution Provider for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Total Solution Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Total Solution Provider may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request.. If license agreements are necessary or appropriate between the Total Solution Provider and third parties for purposes of development of any such computer programs, the Total Solution Provider shall obtain the "Employer"'s prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.9 Equipment, Vehicles and Materials Furnished by the "Employer ": Equipment, vehicles and materials made available to the Total Solution Provider by the "Employer", or purchased by the Total Solution Provider wholly or partly with funds provided by the "Employer", shall be the property of the "Employer" and shall be marked accordingly. Upon termination or expiration of this Contract, the Total Solution Provider shall make available to the "Employer" an inventory of such equipment, vehicles and materials and shall dispose of such

equipment and materials in accordance with the “Employer”’s instructions. While in possession of such equipment, vehicles and materials, the Total Solution Provider, unless otherwise instructed by the “Employer” in writing, shall insure them at the expense of the “Employer” in an amount equal to their full replacement value.

Equipment and Materials Provided by the Total Solution Provider : Equipment or materials brought into the Government’s country by the Total Solution Provider and the Personnel and used either for the Project or personal use shall remain the property of the Total Solution Provider or the Personnel concerned, as applicable.

4. TOTAL SOLUTION PROVIDER’ PERSONNEL AND SUB-TOTAL SOLUTION PROVIDER

4.1 **General:** The Total Solution Provider shall employ and provide such qualified and experienced Personnel and Sub-Total Solution Provider as are required to carry out the Services.

4.2 **Description of Personnel :** (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Total Solution Provider’s Key Personnel are as per the Total Solution Provider’s proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the “Employer”, his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Total Solution Provider by written notice to the “Employer”, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the “Employer”’s written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the “Employer” and the Total Solution Provider. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 **Approval of Personnel :** The Key Personnel and Sub-Total Solution Provider listed by title as well as by name in Appendix C are hereby approved by the “Employer”. In respect of other Personnel which the Total Solution Provider proposes to use in the carrying out of the Services, the Total Solution Provider shall submit to the “Employer” for review and approval a copy of their Curricula Vitae (CVs). If the “Employer” does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the “Employer”.

4.4 **Removal and/or Replacement of Personnel :** (a) Except as the “Employer” may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Total Solution Provider, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Total Solution Provider shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the “Employer” (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Total Solution Provider shall, at the “Employer”’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “Employer”.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Total Solution Provider may wish to claim as a result of such replacement, shall be subject to the prior written approval by the “Employer”. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Total Solution Provider shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5 Resident Project Manager : If required by the SC, the Total Solution Provider shall ensure that at all times during the Total Solution Provider’s performance of the Services a resident project manager, acceptable to the “Employer”, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE “EMPLOYER”

5.1 Assistance and Exemptions : Unless otherwise specified in the SC, the “Employer” shall use its best efforts to ensure that the Government shall:

(a) Provide the Total Solution Provider, Sub-Total Solution Provider and Personnel with work permits and such other documents as shall be necessary to enable the Total Solution Provider, Sub-Total Solution Provider or Personnel to perform the Services.

(b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.

(c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

(d) Provide to the Total Solution Provider, Sub-Total Solution Provider and Personnel any such other assistance as may be specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties : If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Total Solution Provider for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Total Solution Provider in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Total Solution Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3 Services, Facilities and Property of the “Employer”: (a) The “Employer” shall make available to the Total Solution Provider and its Personnel, for the purposes of the Services and **free of any charge** , the services, facilities and property described in Appendix E at the times and in the manner specified in said **Appendix E**

(b) In case that such services, facilities and property shall not be made available to the Total Solution Provider as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Total Solution Provider for the performance of the Services .

5.4 Payment : In consideration of the Services performed by the Total Solution Provider under this Contract, the “Employer” shall make to the Total Solution Provider such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel : (a) If necessary, the “Employer” shall make available to the Total Solution Provider free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Total Solution Provider’s advice, if specified in Appendix E.

(b) Professional and support counterpart personnel, excluding “Employer”’s liaison personnel, shall work under the exclusive direction of the Total Solution Provider. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Total Solution Provider that is consistent with the position occupied by such member, the Total Solution Provider may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE TOTAL SOLUTION PROVIDER

6.1 Total Cost of the Services (a) The total cost of the Services payable is set forth in Appendix D as per the Total Solution Provider’s proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Total Solution Provider in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment : All payments shall be made in Indian Rupees.[In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned in stead of Indian Rupees]

6.3 Terms of Payment The payments in respect of the Services shall be made as follows:

(a) The Total Solution Provider shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 13.

(b) Once a milestone is completed, the Total Solution Provider shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the Total Solution Provider without further delay.

(c) **Final Payment :** The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Total Solution Provider and approved as satisfactory by the “Employer”. The Services shall be deemed completed and finally accepted by the “Employer” and the final report and final statement shall be deemed approved by the “Employer” as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the “Employer” unless the “Employer”, within such ninety (90) day period, gives written notice to the Total Solution Provider specifying in detail deficiencies in the Services, the final report or final statement. The Total Solution Provider shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the “Employer” has paid or caused to be paid in accordance

with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Total Solution Provider to the “Employer” within thirty (30) days after receipt by the Total Solution Provider of notice thereof. Any such claim by the “Employer” for reimbursement

must be made within twelve (12) calendar months after receipt by the “Employer” of a final report and a final statement approved by the “Employer” in accordance with the above.

(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the Total Solution Provider and the Total Solution Provider has made presentation to the CMC / Employer (Mention this if presentation is required) with / without modifications to be communicated in writing by the Employer to the Total Solution Provider.

(e) If the deliverables submitted by the Total Solution Provider are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the Total Solution Provider. This is without prejudicing the Employer’s right to levy any liquidated damages under clause 9. In such case, the payment will be released to the Total Solution Provider only after it re-submits the deliverable and which is accepted by the Employer.

(f) All payments under this Contract shall be made to the accounts of the Total Solution Provider specified in the SC.

(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Total Solution Provider of any obligations hereunder, unless the acceptance has been communicated by the Employer to the Total Solution Provider in writing and the Total Solution Provider has made necessary changes as per the comments / suggestions of the Employer communicated to the Total Solution Provider.

(h) In case of early termination of the contract, the payment shall be made to the Total Solution Provider as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Total Solution Provider shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Total Solution Provider in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

7.1 **Good Faith** : The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 **Operation of the Contract** : The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness,

but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 **Amicable Settlement** : Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 **Arbitration** : In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Total Solution Provider, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Total Solution Provider, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3. Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Total Solution Provider. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. Liquidated Damages

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed [___] % of the total value of the contract as specified in Appendix D.

9.3 The liquidated damages shall be applicable under following circumstances:

(a) If the deliverables are not submitted as per schedule as specified in SC 13, the Total Solution Provider shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.

(b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Total Solution Provider shall be liable for Liquidated Damages for an amount equal to []% of total cost of the services for every week or part thereof for the delay.

10. Miscellaneous provisions:

- (i) “Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Contractor/Total Solution Provider shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) Each member/constituent of the Contractor/Total Solution Provider, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (v) The Contractor/Total Solution Provider shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (vi) The Contractor/Total Solution Provider shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor’s/Total Solution Provider’s) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Total Solution Provider.
- (vii) The Contractor/ Total Solution Provider shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the(Contractor/Total Solution Provider) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

III. Special Conditions of Contract:

(Clauses in brackets { } are optional; all notes should be deleted in final text)

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
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1.	1.5	
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The addresses are:

1. "Employer" :
Ministry of Science and Technology
National Spatial Data Infrastructure
East Block- 7, Level- 5, Sector- 1
R.K. Puram, New Delhi -110 066

Attention : Dr.R. Siva Kumar,
CEO, NSDI

Facsimile : 26182973

2. Total Solution Provider :

Attention :

Facsimile :

2.	1.7	{Lead Partner is [insert name of member]}
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Note: If the Total Solution Provider consists of a joint venture / consortium / association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Total Solution Provider consists only of one entity, this Clause SC 1.8 should be deleted from the SC.

3.	1.8	
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The Authorized Representatives are:

For the "Employer": Dr.R. Siva Kumar,
CEO, NSDI

For the Total Solution Provider:

4. 2.1 {The effectiveness conditions are the following: [insert conditions]}
- Note: List here any conditions of effectiveness of the Contract e.g., approved of the Contract by the Employer, “Employer”’s approval of Total Solution Provider’s proposals for appointment of specified key staff members, effectiveness of Employer Loan, receipt by Total Solution Provider of advance payment and by “Employer” of advance payment guarantee (see Clause SC 6.4(a)), etc. If there are no effectiveness conditions, delete this Clause SC 2.1 from the SC.
5. 2.2 The time period shall be ONE months].
6. 2.3 The time period shall be immediately after the date of issue of Acceptance Test.
7. 2.4 The time period shall be till three years from the award of the contracts.
8. 3.4 Limitation of the Total Solution Provider’ Liability towards the “Employer”

{Note: Proposals to introduce exclusions/limitations of the Service Provider’ liability under the Contract should be carefully scrutinized by Employers/”Employer”’s. In this regard the parties should be aware of the Employer’s policy on this matter which is as follows:

1. If the Parties agree that the Total Solution Provider’ liability should simply be governed by the Applicable Laws of India, they should delete this Clause SC 3.4 from the SC.

2. If the Parties wish to limit or to partially exclude the Total Solution Provider’ liability to the “Employer”, they should note that, to be acceptable to the Employer, any limitation of the Total Solution Provider’ liability should at the very least be reasonably related to (a) the damage the Total Solution Provider might potentially cause to the “Employer”, and (b) the Total Solution Provider’ ability to pay compensation using their own assets and reasonably obtainable insurance coverage. The Total Solution Provider liability should not be limited to less than a multiplier of the total payments to the Total Solution Provider under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Service Provider are liable only for the re-performance of faulty Services is not acceptable to the Employer. Also, the Total Solution Provider’ liability should never be limited for loss or damage caused by the Total Solution Provider gross negligence or willful misconduct.

9. 3.5 The risks and the insurance coverage shall be as follows:
(Note : Delete/modify whichever is not applicable)

(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Total Solution Provider or its Personnel or any Sub-Total Solution Provider or their Personnel, with a minimum coverage of [insert amount and currency];

(b) Third Party liability insurance, with a minimum coverage of [insert amount and currency];

- (c) Professional liability insurance to cover the employer against any loss suffered by the employer due to the professional service provided by the Total Solution Provider, with a minimum coverage of [insert amount and currency];

(d) Workers' compensation insurance in respect of the Personnel of the Total Solution Provider and of any Sub-Total Solution Provider, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Total Solution Provider's property used in the performance of the Services, and (iii) any documents prepared by the Total Solution Provider in the performance of the Services, by theft, fire or any natural calamity.

Note: If there are no other actions, delete this Clause SC 3.6. If the Services consist of or include the supervision of civil works, the following action should be inserted:

{taking any action under a civil works contract designating the Total Solution Provider as "Engineer", for which action, pursuant to such civil works contract, the written approval of the "Employer" as "Employer" is required.}

- 10 4.6 {The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6.}

Note: If there is no such manager, delete this Clause SC 4.6.

11. {5.1} Note: List here any changes or additions to Clause GC 5.1. If there are no such changes or additions, delete this Clause SC 5.1.

12. 6.1 (b) The ceiling in local currency is: [insert amount and currency]

14. 8.3 The Arbitration proceedings shall take place in (indicate name of the city) in India.

Binding signature of Employer Signed by _____
(for and on behalf of the President of India)

Binding signature of Contractor Signed by _____
(for and on behalf of _____ duly authorized vide Resolution

No _____ dated _____ of the Board of Directors of _____)

In the presence of

(Witnesses)

- 1.
- 2.

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the “Employer” and the Total Solution Provider during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by “Employer”, etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C – STAFFING SCHEDULE

(Include here the agreed (negotiated staffing schedule including the engagement of sub-contractors, if any)

APPENDIX D – Total COST OF SERVICES IN

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

APPENDIX E - DUTIES OF THE “EMPLOYER”

(Include here the list of Services, facilities and property to be made available to the Total Solution Provider by the “Employer”).

APPENDIX F - Bank Guarntee Pro forma

APPENDIX- F

BANK GUARANTEE PRO FORMA FOR FURNISHING PERFORMANCE SECURITY

In consideration for the President of India (hereinafter called “the Government”) having agreed to exempt (hereinafter called “the said Total Service Provider(s)”) from the demand, under the terms and conditions of an Agreement dated.....made between and of Performance Security for the due fulfillment of the said Service Provider of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs..... (Rupees.....

.....(indicate the name of the Bank) Bank”) at the request of Service Provider do hereby undertake to pay to the Government an amount not exceeding Rs..... against any loss or damage caused to or suffered would be caused to or suffered by the Government by reasons of any breach of the said Service Provider of any of the terms or conditions contained in the said Agreement.

2. We..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Service Provider of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till..... that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the..... guarantee thereafter.

5. We further agree with Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement to extend time of performance by the said Service Provider from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Service Provider and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider or for any forbearance act or omission on the part of the Government to the said Service Provider or any indulgence by the Government to the said Service Provider or by any such matter or this whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs..... and shall remain in force until..... Unless a claim or suit under this guarantee is filed with us on or before ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the Bank shall be relieved and discharged from all liabilities therein.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider.

8. We, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing. Dated the date of..... 2009 for..... (indicate the name of Bank)

Signature.....
Name of the Officer.....
(in Block Capitals)

Designation of

Code No.....

Name of the Bank and Branch.....