

# TENDER DOCUMENT

**LIMITED TENDER NOTICE FOR ANNUAL MAINTENANCE CONTRACT OF  
A GEOSPATIAL WEB-GIS AND DESKTOP DECISION SUPPORT SYSTEM APPLICATION**

Last Date for sale of Tender Document:  
**15-09-2016** (1400 hours)

Closing date & Time of receipt of Tender:  
**15-09-2016** (1500 hours)

Opening of Tender:  
**15-09-2016**, 1530 hours



**FOREST SURVEY OF INDIA  
MINISTRY OF ENVIRONMENT, FORESTS & CLIMATE CHANGE  
KAULAGARH ROAD, P.O-IPE DEHRADUN.248195**

# **FOREST SURVEY OF INDIA**

**Government of India  
Ministry of Environment, Forests & Climate Change,  
P.O. IPE, Kaulagarh Road, Dehra Dun-248006**

## **LIMITED TENDER NOTICE FOR ANNUAL MAINTENANCE CONTRACT OF**

### **A GEOSPATIAL WEB-GIS AND DESKTOP DECISION SUPPORT SYSTEM APPLICATION**

Tenders are invited for Annual Maintenance Contract (AMC) of **A GEOSPATIAL WEB-GIS AND DESKTOP DECISION SUPPORT SYSTEM APPLICATION** in the Forest Survey of India, Dehradun.

You may quote against this tender enquiry only if you are a registered firm experienced in providing AMC services and in a position to undertake the services as specified in this document. If you fail to abide by this condition your Earnest Money Deposit/ Security Deposit will stand forfeited.

Both the application are using various pre-defined parameters and scores, geo-processing tools, web services, map services and various data layers such as a) Forest Type, b) Forest Cover, c) Landscape Integrity, d) Biological richness e) Protected areas f) India Grid etc. which is organized in ESRI geo-database and Postgres

Details of the developed tool is given below.

#### **Web-Application**

A web GIS based DSS application is developed using following Software's/ Technologies.

1. ArcGIS Server 10.2
2. ArcGIS desktop 10.2
3. Flex Builder 4.7
4. Flex API for ArcGIS 3.7
5. Visual Studio 2010
6. Database PostGRES

#### **Desktop Application**

Desktop Application is developed on top of ArcGIS desktop as an Add-In FSI is looking for competent agency to the do the annual maintenance of the Geospatial WEB-GIS and Desktop Decision support system application.

The terms and conditions governing the tender for AMC are given in Annexure I.

The Tender form can be purchased from the office of the Forest Survey of India, Dehradun on any working day at the cost of Rs.100/-. The form can also be downloaded from the FSI's website [www.fsi.nic.in](http://www.fsi.nic.in). A Demand draft of Rs. 100 in favor of the Assistant Director(Accounts), Forest Survey of India, Dehra Dun will have to be submitted with the downloaded form. Unit price for each service must be quoted inclusive of all taxes, levies and duties, packaging, forwarding and any other charges (except Sales Tax which needs to be shown separately). The services will have to be undertaken at the Forest Survey of India, at Dehradun. The quality of the defected items to be replaced shall be strictly in conformity with the sample standard specifications.

Jt. Director(NFDMC)  
Forest Survey of India,  
Kaulagarh Road, Dehradun

**Forwarding Letter**  
(To be filled in by the tendering party)

FROM.....  
.....

To,  
The Director General  
Forest Survey of India  
P.O. IPE, Kaulagarh Road, Dehradun

**Sub: LIMITED TENDER NOTICE FOR ANNUAL MAINTENANCE CONTRACT OF A GEOSPATIAL  
WEB-GIS AND DESKTOP BASED DECISION SUPPORT SYSTEM APPLICATION**

**Ref: Your tender notice dated.....**

Sir,

I/ We are submitting herewith our tender for the Annual Maintenance Contract of the articles as specified in the tender form and as laid down in tender documents.

I/ We have read and understood all the terms and conditions governing the tender I/ We agree to abide by these terms and conditions.

We are enclosing herewith your receipt No.....dt..... as a proof of having purchased the nontransferable tender document.

According I/ We are enclosing herewith our Earnest Money Deposit in the form of bank draft No.....dated..... for **Rs.5000/- (Five thousand only)** payable to Assistant Director(Accounts), FSI for AMC of items mentioned above.

I/ We undertake to replace the defective material, if any, at our cost.

I/ We have duly signed all pages of the tender document together with the copy of the "Terms and Conditions" contained in the tender document booklet. I/ We have signed the copy of these terms and conditions as a token of acceptance of these conditions.

We are enclosing as Annexure the following documents (up-to-date) in original/ attested copies in fulfillment of the conditions laid down in the tender document

**Part "A"**

**(Write "Yes" or "No" in boxes)**

**Annexure I**

1. Sales Tax Registration Certificate:
2. Income Tax Certificate and PAN No.:
3. Permanent Service Tax No. for maintenance/ repair services:
4. Letter of authority (where required):
5. Copies of at least two (2) ASC/AMC orders executed in the Central Govt. Departments/State Govt./PSUs by the firm during the last five years along with the particulars (qualification experience etc.) of the software professionals (Developer, Programmer etc.) deployed by the firm,
6. Company profile with age (10 years minimum):
7. AMC Terms and Conditions:
8. Any other Annexure (Please specify
9. Annual turnover of at least 50 lac for the last two financial years duly audited/certified by the Chartered Accountant/ IT Office

Yours faithfully

Stamp and Signatures of the Authorized Signatory

Name.....  
Complete address.....  
.....  
Telephone No. (HQs/ Dehradun) .....  
Email:.....  
Fax.....

## **CERTIFICATE OF ACCEPTANCE OF TERMS AND CONDITIONS**

1. I/ We have read and fully understood the Terms and Condition as laid down in respect of this tender. I/ We agree to abide by the same.
2. I/ We undertake to replace the defective material, if any, at our cost.
3. I/ We have duly signed all pages of the tender document.
4. I am/ We are also enclosing as Annexure the documents (Up-to-date) as listed in the covering letter above in fulfillment of the conditions laid down in the tender document to prove that I/ we are qualified for this tender.

### **Stamp and Signatures of the Authorized Signatory**

**Name**.....

**Complete address**.....

.....

**Telephone No.s (HQs/ Dehradun)**.....

**Email:**.....

**Fax:**.....

## Annexure II

### Detailed Terms and Conditions Governing the Tender

1. Please do not tear off any leaf of this tender Booklet. A photocopy of this document may be made by the tenderer for his later reference.
2. Please read these terms and conditions carefully. Failure to do so and mistakes in filling in the tender form may lead to disqualification of the tender partly or entirely.
3. Please sign all pages of these terms and conditions, so also all other pages of the Tender Document Booklet.
4. Qualifications for Tendering: Tenderers should be registered firm in the field of IT Dealers/ Service centers duly registered for payment of the Sales Tax, Service Tax for service. Customs duties, Income tax and Excise duty as applicable and must possess the following qualifications.
  - The company should have a local office or representative at Dehradun and should be of long and reputed standing.
  - The company should have qualified engineers with capacity to station one engineer with FSI.
  - Should have good knowledge of ESRI ArcGIS server and ArcGIS desktop product
  - Should have good knowledge of GIS
  - Should have good knowledge of web development using Flex API
  - Should have good knowledge of developing ArcGIS desktop Add Ins
  - Should have good knowledge of Industry standard RDBMS
  - Should have good knowledge of geo-databases
  - Agency should have developed at least 5 web and desktop GIS applications
  - Should have a pool of software developers having experience and skill in developing GIS web/ desktop applications using ESRI technologies

The company should have experience in providing Standard comprehensive AMC Services for the services mentioned in the tender document with experience certificates from at least 3 current AMC sites. During the past five years, the bidder should have executed at least three orders involving maintenance of **A GEOSPATIAL WEB-GIS AND DESKTOP BASED DECISION SUPPORT SYSTEM APPLICATION** with active and passive components of application at the client

During the past three years, the bidder should have executed at least three work orders involving maintenance of, active and passive components of **A GEOSPATIAL WEB-GIS AND DESKTOP BASED DECISION SUPPORT SYSTEM APPLICATION** at the client site.

## 5. Scope of work

### Scope of work of competent agency is;

- Doing the trouble shooting in both web and desktop application
- Doing bug fixing any in the application and data.
- In case of any reported problem is not being resolved through remote accessing of the system then the agency should send the competent person for resolving the issue to FSI Dehradun office
- One Monthly visit to FSI Dehradun by senior developer/programmer is required
- The work is annual maintenance contract of **A GEOSPATIAL WEB-GIS AND DESKTOP BASED DECISION SUPPORT SYSTEM APPLICATION** in FSI as given in the **Annexure I** of the tender form.
- Provide 24/7 (Twenty-four hours a day and seven days in a week) maintenance and support service and ensure running of **A GEOSPATIAL WEB-GIS AND DESKTOP BASED DECISION SUPPORT SYSTEM APPLICATION** in FSI.

### 1. Procedure for filling in the Tender Forms:

- i. Bids should be submitted in 'Two' Bid System.
- ii. The offers are to be submitted in triple sealed covers. The first inner sealed cover will contain the Part A of tender having all details and will clearly be superscribed with 'Envelope 1: Part A of tender for **AMC A GEOSPATIAL WEB-GIS AND DESKTOP BASED DECISION SUPPORT SYSTEM APPLICATION in FSI** . The second inner sealed cover will contain only the price schedule (Part B of tender) duly filled in and will clearly be super scribed with 'Envelope 2: Part B of Tender for **AMC A GEOSPATIAL WEB-GIS AND DESKTOP BASED DECISION SUPPORT SYSTEM APPLICATION** . These two bids should be sealed in the third envelope super scribed with '**TENDER FOR A GEOSPATIAL WEB-GIS AND DESKTOP BASED DECISION SUPPORT SYSTEM APPLICATION** in FSI (see tender title). Non compliance of these directions may lead to rejection of the tender. The financial bid will be opened only of successful tenderers, successful technical bidder will be intimated above date of financial bid through Post/E-mail/Fax/Phone .



- iii. Striking out/ applying whitener or disfiguring any specifications as printed in tender form is not allowed. If in the opinion of the "Evaluation Committee" (constituted for examining the Part A of tender prior to the opening of Part B of tender) such an act is deemed as deliberate, it may lead to the disqualification of the tender and forfeiture of whole or part of the EMD as may be decided by the committee.
- iv. The tenderer is advised to fill the tender form carefully and all queries in the tender form have to be answered in unambiguous terms. Any space meant for answers, if left will be construed as a "NO" answer or non confirmation of a feature or specification. If the information about anything is provided in any annexure, full information about the location of that information should be provided otherwise, the Evaluation Committee is liable to consider the information as 'not provided'.
- v. The prices to be quoted however shall be restricted to the specifications as listed in Part A of tender. No price quotes can be provided in Part B if the corresponding response has not been given in Part A of tender.
- vi. A UNIT PRICE for AMC should be quoted F.O.R Forest Survey of India, Dehradun, and shall cover maintenance, repair as mentioned in the Annexure I & II, inclusive of all taxes (including Sales Tax, Uttaranchal Trade Tax, Service Tax, etc.), and charges, if any, for levies, packaging, forwarding, etc. It is made expressly clear that the FSI will not be liable for paying any taxes. Levies separately.

**The prices to be quoted in the "Part B of tender" will be restricted to the specifications as listed in Part A of tender or options asked for. Use of photocopies of the tender form for quoting rates/ options is not acceptable. The tendering parties risk disqualification and forfeiture of the EMD if this condition is violated.**

## **2. Earnest Money Deposit:**

- i. Tenders have to be accompanied by an Earnest Money Deposit (EMD) of **Rs.5000/- (Five thousand only)** in the form of a Bank Draft/ FDR, payable to the "Assistant Director(Accounts), Forest Survey of India, Dehradun," at any scheduled Bank located in Dehradun.  
**EMD in any other Form/Instrument shall not be acceptable.**

- ii. It may be noted that no tendering party is exempted from payment of this Earnest Money Deposit. Tenders submitted without EMD shall be summarily rejected. EMD in respect of parties which are not selected shall be returned within two weeks.
- iii. In case of parties retained for AMC, the EMD shall stand converted into a part of the Security Deposit after their short listing. No tendering party is exempted from the Security Deposit.

**3. Submission of tenders:**

- i. Complete Part A of tender should contain
  - Duly filled in Tender Booklet except the 'Part B of tender' portion
  - Earnest Money deposit equal **Rs.5000/- (Five thousand only)** The documents as listed in the forwarding letter of the Tender Document Booklet (page 2)
  - Copy of receipt foil issued by FSI as proof of having purchased the Tender Document booklet and a Covering letter on company's Authorized Letterhead with their complete address and in case of dealers/ distributors agents, complete address of the dealers/ distributors agents together with their telephone and fax numbers.

All these should be secured fully and put into a sufficiently large envelope as indicated in 7 (i) above. The envelope should be super scribed '**Envelope 1: Part A of tender for AMC A GEOSPATIAL WEB-GIS AND DESKTOP BASED DECISION SUPPORT SYSTEM APPLICATION in FSI**'. The second inner sealed cover will contain only the price schedule (Part B of tender) duly filled in and will clearly be super scribed with "**Envelope 2: Part B of tender for AMC of A GEOSPATIAL WEB-GIS AND DESKTOP BASED DECISION SUPPORT SYSTEM APPLICATION in FSI**.' Name and address of the tenderer should also be mentioned on both the envelopes.

The envelope containing these two envelopes and superscribed '**Tender for AMC of A GEOSPATIAL WEB-GIS AND DESKTOP BASED DECISION SUPPORT SYSTEM APPLICATION in FSI**' should be addressed to, The Director General, Forest Survey of India, Dehradun, P.O. IPE, Kaulagarh Road, Dehradun (Uttaranchal)-248195.

4. Tender Time schedule of the tender is given on the cover page of the tender booklet. In case the FSI office is closed on the last date, the date and time for receipt of completed tenders will automatically get shifted to 15:00 hrs on the next full working day.

5. Validity of offers:

- i. The complete tenders should reach the office of The Director General, Forest Survey of India, P.O.-IPE, Kaulagarh Road, Dehradun, (Uttarakhand)- 248195, within the due time and date prescribed. The Director General shall not be responsible for any postal or courier delays.

**TENDERS RECEIVED AFTER THE DUE TIME AND DATE SHALL NOT BE ENTERTAINED. THE TENDER BOX SHALL BE CLOSED & SEALED IMMEDIATELY AFTER DUE TIME ON THE DUE DATE.**

- ii. Offers made in the tender shall be valid till one year from date of opening of tender.
- iii. Tenders submitted on plain paper / photocopies or unauthorized copies of the Tender Document Booklet shall be considered invalid and shall be summarily rejected. Conditional tenders are also liable to be rejected.
- iv. It may be noted that the Tender Document Booklet is non-transferable. Party purchasing a tender document booklet should be the same as the one filling it up and making the offer.
- v. All offers have to be made clearly in English. There should be no erasing or overwriting. If a striking out is resorted to, it should be signed.
- vi. No alteration or amendments shall be allowed after opening of the tenders.
- vii. Offers submitted by telex, telegram or fax shall not be considered. Conditional tenders are liable to be rejected.
- viii. For a tender to be valid the individuals signing the tender document must specify, whether they are signing as the sole representative/ partners (with proof provided):  
Or as Authorized firms/company (with proof provided)

**6. Opening of tenders.**

- i. Part A of tenders shall be opened in the office of the Director General, Forest Survey of India Forest, Dehradun, as per the schedule indicated on cover page.
- ii. Bids shall be opened in presence of such representatives of the tendering parties, as may be present at the time of opening of tenders.
- iii. Bids shall be read out one by one. Parties are however requested to desist from making comments.
- iv. Representatives of parties are required to be available at Dehradun for any clarifications that may be necessary.

## **7. The short-list:**

- i. A shortlist limited to a maximum of three tenders is expected to be ready by a week's time after the Part A of tender are opened. EMD of other tenderes hall be released once this list is ready. The Part B of tenders of the tenderes in this shortlist will be opened.
- ii. The acceptance of an offer in whole or in part shall be communicated to the successful tenderer in due course and in writing.
- iii. Short listing of a tenderer does not confer any rights on any tenderer, it only means that the offer made is under consideration.

## **8. Part A of tender evaluation criteria:**

- i. In the first stage the Part A of tender shall be evaluated for evaluating their eligibility and suitability by the Evaluation Committee.
- ii. The Part A of tenders will then be evaluated on technical grounds. Based on the items/features offered by the tenderer against the requirements of FSI as given in Tender form and the details provided in the bid, the technical evaluation will be carried out.
- iii. If particular specified information is not explicitly stated, the same characteristic/ feature, item could be treated as not available/ not offered and further evaluation will be carried on this basis.
- iv. The bidders must provide complete and unambiguous details in the annexure.
- v. All Bidders shall submit their Part A and Part B of tenders separately only. The tenders shortlisted on basis of evaluation of Part A of tenders by the Evaluation Committee will be financially evaluated.

### **vi. Technical proposal**

If the proposal is found technically appropriate, then only the proposal will be considered for financial evaluation.

## Part "B"

### Financial proposal

The evaluation committee will determine if the financial proposals are complete and without computational errors. The items for which all the firms or majority of firms have quoted will be used to find the lowest financial proposal.

### **A GEOSPATIAL WEB-GIS AND DESKTOP DECISION SUPPORT SYSTEM APPLICATION**

S. No	Description	Total Cost (in Rs)
1	A GEOSPATIAL WEB-GIS AND DESKTOP DECISION SUPPORT SYSTEM APPLICATION	

#### 9. General conditions.

- i. The Director General, Forest Survey of India, Dehradun, reserves the right, **without assigning any reasons thereof, to:**
  - Accept or reject whole or nay part of an offer/ tender.
  - Cancel or withdraw the tender notice.
  - Accept or reject any deviations from these conditions.
  - Impose any penalty for misconduct/ non-adherence to tender conditions
- ii. Due weightage may be given for contract with one tenderer.
- iii. Any information suppressed by the tenderer / any information furnished in the contract / tender found to be false, will be treated as disqualification at any stage resulting in the forfeiture of EMD/Security Deposit, cancellation of tender / order and other legal action as may be necessary will be taken against the bidder.
- iv. If any part of the contract does not correspond or agree with any other part or if any question arises as to the meaning of the terms of the contract or as to the performance of work, Director General, FSI shall determine the matter and his decision shall be final and binding upon the parties hereto.

**NB. The Director General, FSI, Dehradun is not bound to accept the lowest tender or lowest part of any tender.**

10. Services by the successful Tenderer/s:

- i. The Successful tender has to sign an agreement as per the Proforma attached (Annexure II) within one week of the issue of work order for the smooth execution of services.
- ii. On receipt of orders, the successful tenderer shall have to start services from the date given in work order.
- iii. The Annual maintenance contract include
  - Identifying the problem.
  - Rectifying the same.
  - Checking and certifying to the satisfaction of FSI representative, the proper functioning of the software.
  - The firm shall provide services every day, irrespective of holiday, as and when a fault is reported by FSI.
- iv. At least ONE Preventive Maintenance (PM) of Application on monthly basis shall be carried out. For this purpose, the software engineer shall make as many numbers of visits as deemed necessary. During PM, the Engineer shall check for proper functioning of the all software in list. PM should consist of proper checking of all software etc failing which the quarterly AMC charges will not be released.
- v. The firm shall maintain logbook for the maintenance and PM work done at FSI with the signature of representative of FSI & contractor. A record will be maintained indicating the working status of the application. Contractor will furnish service reports at the time of presenting the quarterly AMC bill.
- vi. The contractor shall ensure that application should not be non- functional for more than one working day of FSI due to whatever reasons. In case of application non- functional, FSI representative will report to the firm, the nature of fault and the time of failure by Telephone or E-mail or FAX. The firm shall depute their Service Engineer(s) within 24 hours from time of intimation of fault by the representative of FSI. The contractor shall ensure that the application shall be made fully functional within one working days from the date of report of fault. The down- time of the application shall not exceed one working days.
- vii. At the end of contract period, the contractor shall ensure that the application originally contracted for maintenance shall be in full working condition, as per original specifications, failing which the security deposit will be forfeited and no further payment will be made.
- viii. Payment for services shall be made at the end of each quarter on receipt of the bill from the contractor. The contractor shall submit with their bill reports on a quarterly basis to

FSI of application during the quarter along with, log book, call slips/ service slips/ maintenance slips duly signed by the representative of FSI.

- ix. The services have to be provided F.O.R. FSI, Dehradun.
- x. The Director General reserves the right to place the order on any Tenderer in whole or in part or to split the order amongst more than one tenderer.
- xi. Any loss/ damage suffered by the FSI during the installation of system performance of the AMC by the contractor shall have to be made good by the contractor to the entire satisfaction of the FSI.
- xii. If the contractor violates any of these terms and conditions, he shall be liable to forfeit the whole or a part of performance guarantee/ security deposit as decided by Director General FSI and the contract may be cancelled.
- xiii. The AMC will be valid for a period of one year, but the Director General FSI will have the discretion to extend the contract for a further period of one year or part thereof, if the services are found satisfactory during the first year.
- xiv. The firm shall have to produce performance warranty equal to 10% of the amount of AMC in the form of Bank Guarantee in the favor of Director General, FSI, Dehradun valid for one year from the of signing the agreement.

**11. Disputes:**

Any dispute with regard to this tender or its conclusion shall be referred to an Arbitrator appointed by the Ministry of Environment Forests & Climate Change, New Delhi. The decision of Ministry of Environment Forests & Climate Change in the matter shall be final. Any dispute arising out of this agreement will be settled under the jurisdiction of Dehradun Court (Under Nainital High Court).

**12. Acceptance:**

Signing of the tender form and the Detailed Terms and Conditions shall be deemed as the final acceptance of these terms and conditions.

13. Any tenderer not abiding by the contractual obligations as mentioned above shall be penalized by way of forfeiting their Security Deposit (converted from EMD) partly or wholly.

Sr. DD (P&A)  
Forest Survey of India  
P.O.-IPE, Kaulagarh Road  
Dehradun

ANNUAL MAINTENANCE CONTRACT FOR  
A GEOSPATIAL WEB-GIS AND DESKTOP DECISION SUPPORT SYSTEM APPLICATION

AT

Forest Survey of India

DEHRADUN

This agreement is made on this day the .....between DIRECTOR GENERAL, FOREST SURVEY OF INDIA, Dehradun (herein after called the DIRECTOR General) on behalf of President of India and .....(herein after called the Contractor, which unless excluded by the contract, shall include the person carrying on such business from time to time and their heirs, successors and legal representatives) on the other part. Where the quotation were invited for ANNUAL MAINTENANCE CONTRACT FOR GEOSPATIAL WEB-GIS AND DESKTOP DECISION SUPPORT SYSTEM APPLICATION at Forest Survey of India DEHRADUN

The contractor submitted a quotation for the said work, which has been accepted by the DIRECTOR GENERAL on the terms & conditions stated in this agreement.

It is agreed by and between the DIRECTOR GENERAL and Contractor as follows:-

For the purpose of this agreement the terms **application** means ANNUAL MAINTENANCE CONTRACT FOR **A GEOSPATIAL WEB-GIS AND DESKTOP DECISION SUPPORT SYSTEM APPLICATION** AT Forest Survey of India DEHRADUN

1. This contract shall remain effective from .....to..... The Contractor shall undertake to maintain Geospatial WEB-GIS and Desktop DSS application in best working condition FSI, at Kaulagarh Road, Dehradun.
2. The contractor shall seek instructions from Deputy Director (GPU) Forest Survey of India, Dehradun or any other officer authorized by the Director General for the services, hereafter referred to as the FSI Authority.



3. The Contractor shall compensate in full the loss sustained by Forest Survey of India on account of any theft, burglary and any other kind of damage in the office caused by the persons engaged by the contractor in the said office. The amount of loss to be compensated by the contractor shall be determined by the Director General and the same shall be binding on the Contractor.
4. The contractor shall be fully responsible for any loss, of materials and property of FSI attributable to the negligence or failure of the personnel deployed by the contractor in compliance with the prescribed procedure. All losses suffered by FSI, on this account shall be compensated in full by the contractor. The decision of the Director General in this regard shall be binding on the contractor.
5. The contractor shall not be permitted to transfer or assign his rights and obligation under the contract to any other organization / otherwise.
10. The contract will be initially being for a period of one year from the date of signing of this contract. The contract period could be extended by a further period of three months on each occasion and not more than six months in total after the period for which the tender was accepted with mutual consent of the parties, the responsibility of getting timely extension / renewal shall be of the contractor.
11. The Director General has the absolute right to terminate the contract before the due date of expiry, without assigning any reason by giving one month's notice in advance to the contractor in writing or by making any payment on this count.
12. The Contractor is bound by the details furnished by him to the FSI while submitting the tender. In case any of the details of such documents furnished by him are found to

be false at any stage this would be deemed to be a breach of the terms of contract making him liable for action under relevant clauses.

13. In case of breach of any of the terms of the agreement **or tender (the copy of which is attached herewith duly signed by the contractor)**, the security deposit / performance guarantee of the Contractor is liable to be forfeited by the Director General. Any sum of money due or payable to the contractor including the security deposit refundable to him under the contract can be appropriated by the Director General against any amount which the contractor may owe to the FSI, Dehradun.

14. In the event of any malpractice on the part of the contractor or his employees, vis-à-vis any FSI staff or otherwise, the contract shall be liable to be terminated immediately.

15. The satisfactoriness of the services rendered by the contractor under his contract will be judged by the FSI Technical Committee. Only if the services provided under this contract are certified satisfactory, will the payment be made for them

16. The Contractor will obtain a certificate from the System Manager, and staff followed by the Deputy Director (GPU) to the effect that the necessary operation services of application have been carried out satisfactorily and within time.

17. An amount of Rs..... only for maintenance and servicing of application for one year shall be payable in quarterly installments. This amount is inclusive of all taxes and service tax as applicable. However, before payment of quarterly AMC fees, penalty imposed due to delay in providing services accruing in a given quarter will be taken into account and will be adjusted. The total payment will be made in four installments. i.e. each installment after end of each quarter.

18. If any work done by Contractor is found unsatisfactory or is otherwise in contravention of this contract, the DIRECTOR GENERAL, FOREST SURVEY OF INDIA, Dehradun or any other officer authorized for the purpose, by the DIRECTOR GENERAL, FOREST SURVEY OF INDIA, Dehradun shall have the right to terminate the contract by

giving a notice of 7 days, in writing without assigning any reasons. The decision of the DIRECTOR GENERAL, FOREST SURVEY OF INDIA, Dehradun shall be final and binding in this regard.

19. The Contractor have to deposit security money 10% of the total amount. The aforesaid amount of bank guarantee has been treated as security deposit for this contract. Failing to go by the terms and conditions of the agreement the aforesaid security money shall be forfeited to the Government and the contractor will not have any claim for the aforesaid money.

20. During the period of AMC the contractor has to provide preventive maintenance of the application every quarterly. It is the duty of software engineer to perform this preventative maintenance and take certificate from concerned staff/officer and approved by System Manager, FSI.

21. In case of urgency it will be duty of software engineer to check concerned fault and to repair it immediately. In case of fault, it is the responsibility of the engineer to report the matter to the System Manager and get the part arranged after the approval from FSI.

22. If contractor fails to remove fault in application within 24 hours, they will be warned and if fault continues to remain for more than 24 hours' contractor will be penalized and rate of penalty will be different and will be as given below.

<b>Particulars</b>	<b>Penalty rate</b>
Web- GIS & Desktop Decision Support System Application	Rs. 500 per Day after 24 Hrs. will be charged

23. The contractor will take over the maintenance of the application w.e.f ..... and submit a written report to this effect to the DIRECTOR GENERAL, FSI, Dehradun. Failing to commence the maintenance work from..... the date of actual commencement of maintenance will be counted towards the period of maintenance and no payment shall be made accordingly.

24. Quoted AMC prices are inclusive of services preventive maintenance.

25. Monthly preventative maintenance, will have to performed.

26. The firm shall maintain logbook for the maintenance and preventative maintenance work done at FSI with the signature of representative of FSI & contractor. A record will be maintained indicating the working status application. Contractor will be maintained indicating the working status of application. Contractor will furnish service reports at the time of presenting the quarterly AMC bill.

27. All queries and disputes arising out of this contract shall be referred to the Sole Arbitrator appointed by the Ministry of Environment and Forests whose decision shall be final and binding under the contract and no objection shall be taken by the contractor on the ground that Director General, FSI and the Arbitrator are an employee of the Government. The Arbitration shall be in accordance with the Indian Arbitration Act 1940 and the Arbitrator shall be at liberty to extend the time of arbitration with the consent of the Govt. and the contractor.

28. The Courts at Dehradun shall have exclusive jurisdiction to try all suits and other proceedings.

29. And it is further declared and agreed by the said parties to these presents that until the completion of the contract to be executed and performed by the contractor, the security deposit and performance guarantee shall remain in the custody of the Director General, FSI.

WITNESS WHEREOR the contractor and the Director General, FSI, Dehradun acting in the premises as aforesaid have set their respective hands and seals the day and year first above written in the presence of.

Signature:

\_\_\_\_\_

Witness:

1. \_\_\_\_\_

2. \_\_\_\_\_

Signed by M/s \_\_\_\_\_ on the day month and year written above in the presence of

Signature: \_\_\_\_\_

Witness:

1. \_\_\_\_\_

2. \_\_\_\_\_