

**REQUEST FOR PROPOSAL
(RFP)**

(Ref No. : RFP No. 01/CEO/JaKLaRMA/ 01 /2020

FOR

**MODERNISATION OF LAND RECORDS
IN THE UNION TERRITORY OF JAMMU & KASHMIR
UNDER CENTRALLY SPONSORED SCHEME DILRMP OF
GOVT. OF INDIA**

FROM

**THE OFFICE OF CHIEF EXECUTIVE OFFICER
[FINANCIAL COMMISSIONER, REVENUE, J&K]
JAMMU & KASHMIR LAND RECORDS MANAGEMENT
AGENCY (JaKLaRMA),
GOVT. OF
JAMMU & KASHMIR, JAMMU/SRINAGAR**

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Disclaimer

Department of expenditure, Ministry of Finance, Government of India has formulated model 'Request For Proposal' (RFP) for appointment of technical Vendor vide file number 24 (23) IPF2/2008 dated 21.05.2009 followed by amendment dated 17.10.2018. These guidelines have been followed in preparation of this RFP document.

The information contained in this RFP document or subsequently provided to the Bidder, whether verbally or in documentary or any other form by or on behalf of JaKLaRMA (in short, the Agency) or any of its employees or advisers, is provided to the Bidder on the terms and conditions set out in this RFP document and such other terms and conditions subject to which such information is provided.

The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Agency in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. It is not possible for the Agency, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Agency accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Agency, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any Law, statute rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Agency also accepts no liability of any nature whether resulting from negligence or otherwise from reliance of any Bidder upon the statements contained in this RFP. The Agency may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Agency is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Agency reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of the Proposal / Bid which include the cost of preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Agency or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Agency shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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1. INVITATION FOR PROPOSAL

1.1 Background

Jammu and Kashmir is north western Union Territory of India and is endowed with natural resources beautified with majestic heights of snow-capped mountains, rivers and lush green forests. The total geographic area of the erstwhile State of J&K is approximately 2,22,236 sq km, including an area of 1,20,849 sq km out of which 42,735 sq km is occupied by China and 78,114 sq km by Pakistan, leaving thereby an area 1,01,387 sq km administered by India. Total area of the UT of J&K is 53,212 sq km and that of the UT of Ladakh is 48,175 sq km. More than 90% of the territory with India is mountainous. It has two Divisions, namely Kashmir (valley) Division also known as 'the Lesser Himalayas' or 'the Jhelum Valley'; 'the Outer Himalayas' or 'the Southern Mountain Region' (Jammu Division).

Land Record Administration



The Union Territory has distinct character of having two Capitals viz, Jammu (Winter Capital) and Srinagar (Summer Capital). It has 6849 villages (Jammu Div.=3772 & Kashmir Div.=3077), 1571 Patwar Halqas (Jammu Div.=824 & Kashmir Div.=747), 427 Girdawar Circles, 516 Niabats (Jammu Div.=273 & Kashmir Div.=243), 202 Tehsils (Jammu Div.=109 & Kashmir Div.=93), 20 Districts (Jammu Div.=10 & Kashmir Div.=10) and 2 Divisions (Jammu and Kashmir). These Administrative Units are administrated by the Revenue Department in the Union Territory of Jammu & Kashmir.

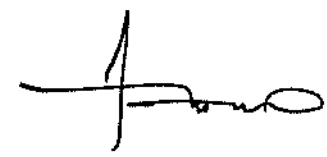
Land Records Historical Background

The economy of India from the ancient times has been agrarian. Land revenue was the major source of income to the respective Governments. The first land settlement operation was introduced in 16th century by the then Ruler of Delhi, Sher Shah Suri. Late on, his vision was streamlined during the regime of Emperor Akbar. His prominent Minister Todar Mal re-organized the entire land revenue system. The British Govt. continued it with certain changes for betterment. The permanent settlement was conducted by Lord Cornwallis in Bengal in 1793 AD. The changes made during the British rule, developed two major types of Land Revenue System:

- a) In Bengal and its adjacent area, permanent settlement was introduced. The Private land-lords were created, to have the private rights on land. These landlords were the intermediaries between the Government and the actual cultivators. This system was commonly known as "Zamindari System".

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- b) In large parts of Maharashtra and Madras, a different land revenue system was adopted with the temporary settlements. Here the Government directly dealt with cultivators, the system was called 'Rayatwari System'.

After Independence, the Govt. of India aimed to bring the peasants and the Government into direct contact, abolished the 'Zamindari System' and wherever 'Rayatwari System' was in force, Laws were formed for the protection of the tenants and to give rights to the tillers. The changes made in the land records system necessitated the maintenance of Village Registers with full details of land. A regular system of revenue administration was established and maintenance of Land Records Register was made obligatory.

After consolidation of many small states and the formation of State of Jammu & Kashmir, the first temporary arrangement called 'Sarsari-Bandobast' was made by Maharaja Ranbir Singh in 1870 AD followed by another 'Sarsari-Bandobast' by Maharaja Pratap Singh in 1886 AD for the entire erstwhile State and in 1916 AD for Jammu Division.

The first regular Settlement in the erstwhile State of Jammu and Kashmir was conducted between 1887 and 1905 AD, during the regime of Maharaja Pratap Singh. This was called 'Bandobast-Qanooni' and was started in 1887 under the Superintendence of Mr. Vingate, a Britisher, in Kashmir Valley. He completed 02 Paraganas namely "Paragana Lal and Phak" out of 28 Paraganas. Mr. Vingate left the State after two years and Mr. Walter R. Lawrence stepped in 1889 to take forward the Settlement work. It took him four years to complete the job of Settlement in Kashmir Valley and under this settlement, 10,709 village cadastral maps were prepared upto 1893.


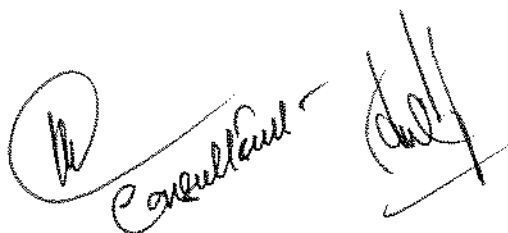
The Revenue Department of J&K through its Nodal Agency namely Jammu and Kashmir Land Records Management Agency (JaKLaRMA) has taken-up an area of 53,212 sq. km, comprising 20,230 Sq Km under forests, 32,282 Sq. Km. under cultivation, fallow land, water bodies, wet and other common lands, for Survey/re-survey using modern technologies under Digital India Land Record Modernisation Programme (DILRMP).

1.2 Decision to Outsource:

Works completed so far:

The Jammu & Kashmir Land Records Management Agency (JaKLaRMA) outsourced the following activities in 2015:

- (i) Establishment of Ground Control Points (GCPs) network.
- (ii) Scanning of Revenue Records and archival of scanned data.
- (iii) Development of web-based Enterprise GIS (Cadastral Information System



Besides the above, Jammu and Srinagar districts were also taken up for end-to-end solution.

Of the above activities, Primary and Secondary GCPs have been established across the UT of Jammu and Kashmir. Tertiary GCPs have been established across Jammu and Srinagar districts. The DGPs survey has been conducted on these GCPs. Scanning of Revenue Records is being completed. Moreover, development of Web-based Enterprise GIS has also been completed.

Approximately 50% of the existing cadastral maps (musavis) in the two districts of (1) Jammu and (2) Srinagar have been digitised (vectorised) after scanning. Moreover, 20% Data Entry of existing RoRs (Jamabandis) have been completed.

Activities to be out-sourced:

Modernisation of Land Records in the remaining 18 districts, namely, 1. Kathua 2. Poonch 3. Udhampur 4. Doda 5. Ramban 6. Ganderbal 7. Baramulla 8. Anantnag 9. Pulwama 10. Samba 11. Rajouri 12. Reasi 13. Kishtwar 14. Bandipura 15. Budgam 16. Kupwara 17. Shopian 18. Kulgam are to be taken up and completed under this Project.

Besides the above, remaining work of district Jammu and district Srinagar as on the date of award of this contract, shall also be taken up for completion.

The data created so far shall be used in subsequent works where-ever required.

- 1.2.1 JaKLaRMA, headed by the Financial Commissioner (Revenue), J&K (ex-officio) Chief Executive Officer (CEO), has been tasked by the Governing Body in its 4th meeting, chaired by the Chief Secretary (Chairman JaKLaRMA) held on 19-02-2019 and subsequent meeting held on 07.01.2020 under the Chairmanship of Lieutenant Governor to outsource the remaining work of 18 Districts along-with District Jammu and Srinagar as on the date of award of the Project by floating RFP in public domain. The work shall be completed through the Vendor(s), which will be selected after following a two-part competitive bidding process requiring separate technical and financial bids. If found technically feasible and financially viable, the Project may be awarded to the Vendor(s) selected. The Project would be implemented in accordance with the terms and conditions of the Agreement to be entered into between the JaKLaRMA and the selected Vendor(s).
- 1.2.2 The Union Territory of Jammu and Kashmir has been reorganised into two Union Territories namely Union Territory of Jammu and Kashmir and Union Territory of Ladakh from 31st October, 2019. The Union Territory of Jammu and Kashmir comprises of 20 districts, 10 each in Jammu Division and Kashmir Division respectively. The Union Territory of Ladakh comprises of two Districts namely Leh and Kargil. The present RFP shall be for 18 districts of the Union Territory of J&K in all respects and for remaining works including Survey / Re-Survey in the two districts of Jammu and Srinagar.

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2. REQUEST FOR PROPOSAL

Proposals (the “**proposals**”) shall be invited for selection of vendor(s) (the “**vendor**”) who shall work

(1) For modernisation of land records including data entry, digitisation of cadastral maps, survey / re-survey, integration with record of rights, monumentation and establishment of tertiary ground control points and DGPS survey, satellite imagery data preparation for feature extraction and records overlay and updation, cadastral survey for verification and preparation of updated records in 18 districts, namely, 1.Kathua 2. Poonch 3. Udhampur 4. Doda 5. Ramban 6.Ganderbal 7 Kulgam. 8. Anantnag 9. Pulwama 10. Samba 11. Rajouri 12. Reasi 13. Kishtwar 14. Bandipura 15. Budgam 16. Kupwara 17. Shopian 18.Baramulla.

(2) Modernisation of land records including Survey / Re-Survey and allied works (Remaining work, if any, relating to data entry and vectorisation of serving cadastral maps using scanned data at the date of award of this contract inclusive) in respect of the two districts of Jammu and Srinagar to be taken up and completed.

The Agency intends to select the Vendor(s) through a competitive bidding process in accordance with the procedure set out herein.

2.1 Due Diligence by Bidders

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to JaKLaRMA and the Project site, sending written queries to the Agency, and attending a Pre-Bid Conference at the designated Venue on the Date and Time specified in Clause 2.6.

2.2 RFP Document – its availability

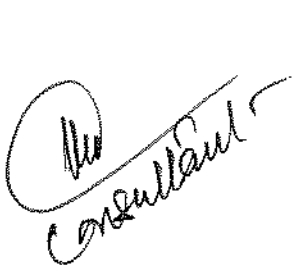
RFP document can be downloaded from the official Website www.jkfer.nic.in of the Financial Commissioner (Revenue) Govt. of Jammu & Kashmir. For detail information visit on <https://jktenders.gov.in>.

2.3 Validity of the Proposal / Bid

The Proposal shall be valid for 180 days from the date of issue of the RFP.

2.4 Brief description of the Selection Process

The Bidders will send their Proposals three proposals online as mentioned at para 13.2. The JaKLaRMA has adopted a two stage selection process (collectively the “**Selection Process**”) in evaluating the Proposals comprising of **Technical and Financial Bids** be submitted separately. In the first stage, a **technical evaluation** will be carried out as



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specified in Clause 7.1. Based on this technical evaluation, a list of short-listed Bidders shall be prepared as specified in Clause 7.2. In the second stage, a financial evaluation will be carried out as specified in Clause 7.3.

2.5 Mobilisation Advance:

An interest free Mobilisation Advance not exceeding 10% of the Gross Bid Value can be given to the selected Vendor for field mobilization of the Project against Bank Guarantee of equivalent amount from a Nationalised Bank / Scheduled Bank in India. The Gross Bid Value will be re-worked depending on the allotted districts in case more than one vendor is allotted the work.

This Bank Guarantee will be apart from the Performance Bank Guarantee mentioned under Clause 22.1 and this amount will be adjusted against the first Bills raised by the Vendor (s).

2.5.1 Currency conversion rate and payments to the selected Vendor

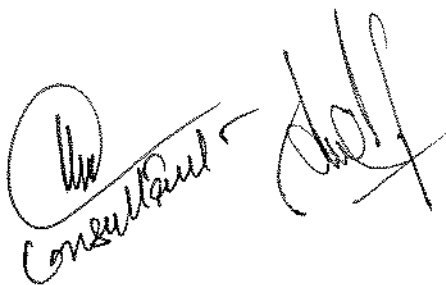
All payments to the Vendor shall be made in INR as per Payment Terms contained in Clause 22.2. However, in case of a foreign currency involvement, the conversion rate applicable on the date of signing of SLA shall prevail.

2.6 Schedule of Selection Process

- | | | |
|----|--|-----------------------------|
| 1. | Date of issue | : 05-03-2020 |
| 2. | Last date for receiving queries/
Clarifications | : 10-03-2020 |
| 3. | Agency response to queries | : 13-03-2020 |
| 4. | Pre-Bid Conference | : 16-03-2020
(11:30 IST) |
| 5. | Proposal Due Date for
Submission | : 23-03-2020
(16:00 IST) |
| 6. | Opening of Pre-qualification and
Technical Bids | : 24-03-2020
(11:00 IST) |
| 7. | Technical Presentations by
qualified bidders | : 28-03-2020
(11:00 IST) |
| 8. | Opening of Financial Bid | : 30-03-2020
(14:00 IST) |
- (Above dates may be changed, if circumstances warrant so).

2.7 Pre-Bid visit to the Site (Lab) and inspection of records / data

Prospective Bidder may visit the JaKLARMA and Regional Directorates of Survey & Land Records, namely Jammu / Udhampur / Rajouri / Doda / Anantanag / Srinagar / Baramulla, in Jammu & Kashmir and review the availability of data regarding Primary and Secondary GCPs, cadastral maps scanned and updated Jamabandis at any time prior to Proposal Due Date (PDD). For this purpose, they will give at least two days' notice to the Consultant specified below:


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Project Consultant

Sh. Tarsem Chand (M: +91-9419233726), Consultant, JaKLaRMA, Jammu.

However, for the convenience of the bidders, a Pre-Bid visit to the Union Territory has been arranged on 16-03-2020 11:00 hrs onwards at Jammu. The Bidders who desire to avail this facility may visit Jammu on the date and time mentioned above.

2.8 Pre-Bid Conference

The date, time and venue of Pre-Bid Conference shall be :

Date : 16.03.2020

Time : 11:30 hrs

Venue : Conference Hall, FC(R)'s office, Jammu.

2.9 Communications

2.9.1 All communications including the submission of Proposal should be addressed to:

Chief Executive Officer, Jammu and Kashmir Land Records Management Agency (JaKLaRMA), FC(Revenue)'s Office, Rail Head Complex, Jammu, J&K, INDIA.

Phone : 0191-2477224 Fax: 0191-2471221

2.9.2 The official website and JK e-Tender site is:

www.jkfcrr.nic.in <https://jktenders.gov.in>.

E-mail : jaklarma.rev@gmail.com

2.9.3 All communications related to the Project should clearly indicate the RFP Notice Number and marked as "MODERNISATION OF LAND RECORDS IN THE UNION TERRITORY OF JAMMU & KASHMIR" on the top.

3. INSTRUCTIONS TO PROSPECTIVE BIDDER(S)

3.1 Scope of Proposal

3.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Project are specified in this RFP. The shortlisted Vendor, as indicated in para 7.2 may participate in the Selection Process either individually (the "Sole Firm") or as Lead Member of a Consortium of firms (the "Lead Member") in response to this invitation. The term Bidder (the "Bidder") means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal / Bid is required to be submitted online, evaluated and accepted is explained in this RFP. The Details of Consortium Members are to be provided as per Annexure IX (Form 15). No, cutlization shall be entertained single responsibility award will be made to cartel consortium. Online tender will be accepted.

3.1.2 Bidders are advised that the selection of Vendor(s) shall be on the basis of an evaluation by the JaKLaRMA through the Selection Process specified in this RFP.



Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that JaKLaRMA's decisions are without any right of appeal whatsoever, shall be final and binding.

3.1.3 The Bidders shall submit its Proposal in the form and manner specified in the ToR. The Technical Bid shall be submitted in line with the respective forms at Annexure-IX and the Financial Bid shall be submitted in the form at Annexure III. Upon selection, the Bidder shall be required to enter into an Agreement with the Agency in the form specified at Annexure X. However, some clauses may be modified on mutually agreeable terms but decision of the JaKLaRMA will be final.

3.1.4 **Key Personnel:** The Vendor(s) Team shall consist of the following key personnel (the "Key Personnel") who shall discharge their respective responsibilities as specified below:

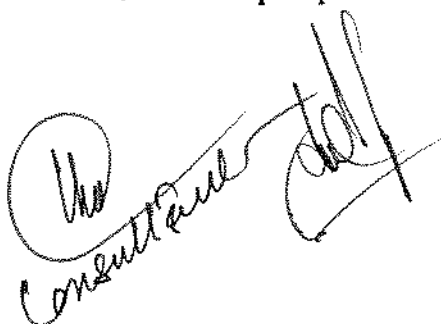
S. No.	Key Personnel	Professional Experience	Responsibilities
1	Project Manager-cum-Team leader	10 years	An Executive Officer / Engineer/GIS Expert having complete knowledge of cadastral data bases will act as the team leader. He will co-ordinate and supervise the multi-disciplinary Team for execution of the Project.
2	Remote sensing and GIS Expert	7 years	Having good knowledge of remote sensing and GIS, will look after the work related to spatial data management in GIS
3	Revenue Expert	5 years	Should have complete knowledge of the Land Records of the States/Union Territories where consolidation has been done. He will look after updation of revenue records/Cadastral Maps.
4	Surveyor	5 years	Survey/Re-survey related work.
5	Documentation officer	5 years	Look after all documentation activity.

Urdu being the Official Language of the erstwhile State of Jammu & Kashmir, all land Records are in Urdu. Vendor should have, therefore, adequate number of resource personnel proficient in Urdu for Data Entry, Documentation etc.

3.2 Pre-qualification of Bidders

3.2.1 Request For Proposal is to shortlist the qualified Vendor(s) and thereafter select the Vendor(s) for assigning the work as per the specified criteria.

3.2.2 As pre-qualification for further evaluation of its Proposal, the Bidder shall fulfil the


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following:

(A) **Technical Capacity:** The Bidder should have at least 5 (five) years Experience preceding the Proposal Due Date (PDD), of undertaken assignments as specified in Clause 6.1 and Annexure I. Relevant documents are to be submitted. The Committee may visit the Vendor's site(s) for verification of the infrastructure submitted by the shortlisted Vendor.

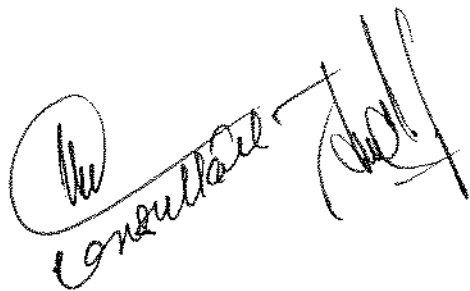
(B) **Financial Capacity:** The Bidder shall have a minimum turnover of Rs.20 (Twenty) crore per year from geo-spatial activity during the last 3 (three) financial years preceding the PDD. For the purpose of evaluation, Bidders having comparatively larger revenues from geo-spatial works shall be given added weightage.

(C) **Availability of Key Personnel:** The Bidder shall offer and make available all Key Personnel having the knowledge and experience as indicated in the RFP.

- 3.2.3 The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditor(s) stating its total revenues from geo-spatial activities during each of the past three financial years and the receipts in respect of each of the assignments specified in the Proposal. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder.
- 3.2.4 The Bidder should submit a Power of Attorney as per the format at Form - 6 / Form - 6(a) of **Annexure IX**; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Bidder, in case the Bidder is a partnership firm or is in a limited liability partnership.
- 3.2.5 Any entity which has been barred by the Central Government, any Union Territory Government, a statutory authority or a Public Sector Undertaking, as the case may be, from participating in any project, and the bar subsists as on the Proposal Due Date (PDD), would not be eligible to submit a Proposal either by itself or through its Associate.
- 3.2.6 A Bidder or its Associate should have, during the last four years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any Project or Agreement nor have had any Agreement terminated for breach by such Bidder or its Associate.
- 3.2.7 While submitting a Proposal, the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified form in the Annexure is insufficient. Alternatively, Bidders may format the specified forms making due provision for incorporation of the requested information.

3.3 Conflict of Interest

- 3.3.1 A Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Agency shall forfeit and appropriate the EMD towards the mutually agreed genuine, pre-estimated

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compensation and damages payable to the Agency for, *inter alia*, the time, cost and effort of the Agency including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Agency hereunder or otherwise.

3.3.2 The Agency requires that the Vendor provides professional, objective, and impartial advice, holds at all times the Agency's interests paramount, avoids conflicts with other assignments or its own interests, and acts without any consideration for future work. The Vendor shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Agency.

3.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Clause 11. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

(a) The Bidder, its Consortium member (the "**Member**") or Associate (or any constituent thereof) and any other Bidder, its Consortium member or Associate (or any constituent thereof) have common Controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a Bank, Insurance Company, Pension Fund or a Public Financial Institution referred to in Section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

(a1) where any intermediary is Controlled by a person through management Control or otherwise, the entire shareholding held by such Controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such Controlling person in the Subject Person; and

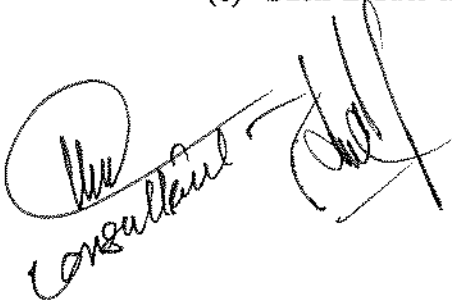
(a2) subject always to sub- Clause (a1) above, where a person does not exercise Control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-Clause (a2), if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

(b) A constituent of such Bidder is also a constituent of another Bidder; or

(c) Such Bidder (s) or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or

(d) Such Bidder has the same legal representative for purposes of this application as any other Bidder; or

(e) Such Bidder has a relationship with another Bidder, directly or through common

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third parties, that puts them in a position to have access to each others' information about, or to influence the application of either or each of the other Bidder; or


(f) There is a conflict among this and other consulting assignments of the Bidder (including its personnel and Sub-Vendor) and any subsidiaries or entities Control led by such Bidder or having common Control ling shareholders. The duties of the Vendor will depend on the circumstances of each case. While providing consultancy services to the Agency for this particular assignment, the Vendor shall not take up any assignment that by its nature will result in conflict with the present assignment; or

(g) A firm which has been engaged by the Agency to provide services for a Project, and its Associates, will be disqualified from providing consulting services for the same Project save and except as provided in Clause 3.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing services related to the same project; or

(h) The Bidder, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common Control ling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or subcontractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a Bank, Insurance Company, Pension Fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-Clause (h), indirect shareholding shall be computed in accordance with the provisions of sub- Clause (a) above.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who Control s, is Controlled by, or is under the common Control with such Bidder (the "Associate"). As used in this definition, the expression "Control " means, with respect to a person which is a Company or Corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a Company or Corporation, the power to direct the management and policies of such person by operation of law or by Contract.

3.3.4 Any Bidder eventually appointed to provide Vendor for this Project, and its Associates, shall be disqualified from subsequently providing services related to the operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by Banks/ Lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Agency in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Agency in accordance with the rules of the Agency. For the avoidance of doubt, an entity affiliated with the Vendor shall include a partner in the Vendor's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Vendor, as the case may be, and any Associate thereof.

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3.4 Number of Proposals

No Bidder or its Associate shall submit more than one Application (Proposal) for the Services. A Bidder applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any Consortium, as the case may be.

3.5 Cost of Proposal / Bid

The Bidders shall be responsible for all costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Agency, Project site etc. The Agency will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

3.6 Site visit and verification of information

Bidders are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves of the quantum and quality of the existing data and the type of work, applicable laws and regulations or any other matter considered relevant by them. Visits shall be organized for the benefit of prospective Bidders on dates, time and venue as specified in Clause 2.6 / 2.7.

3.7 Acknowledgement by Bidder

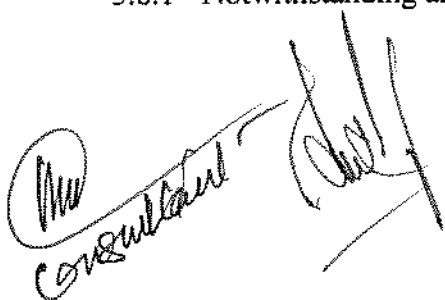
3.7.1 It shall be deemed that by submitting the Proposal, the Bidder has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Agency ;
- (c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Agency or relating to any of the matters referred to in Clause 3.2 above;
- (d) Satisfied itself about all matters, things and information, including matters referred to in Clause 3.2 herein above, necessary and required for submitting an Informed Application and performance of all of its obligations there under;
- (e) Acknowledged that it does not have a Conflict of Interest; and
- (f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

3.7.2 The Agency shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Agency.

3.8 Right to reject any or all Proposals

3.8.1 Notwithstanding anything contained in this RFP, the Agency reserves the right to accept

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or reject any Proposal at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

3.8.2 Without prejudice to the generality of Clause 3.8.1, the Agency reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Bidder does not provide, within the time specified by the Agency, the Supplemental information sought by the Agency for evaluation of the Proposal.

Misrepresentation / improper response by the Bidder may lead to the disqualification of the Bidder. If the Bidder is the Lead Member of a Consortium, then the entire Consortium shall be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then the Agency reserves the right to consider the next best Bidder, or take any other measure as deemed fit in the sole discretion of the Agency, including annulment of the Selection Process.

3.9 Clarifications

3.9.1 Bidders requiring any clarification on the RFP may send their queries to the Agency in writing before the date mentioned in the Schedule of Selection Process at Clause 2.6. The envelopes shall clearly bear the following identification:

“Queries/Request for Additional Information concerning RFP”

The Agency shall endeavour to respond to the queries within the period specified. The responses will be sent by fax or e-mail. The Agency will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Bidders who have purchased the RFP document without identifying the source of queries.

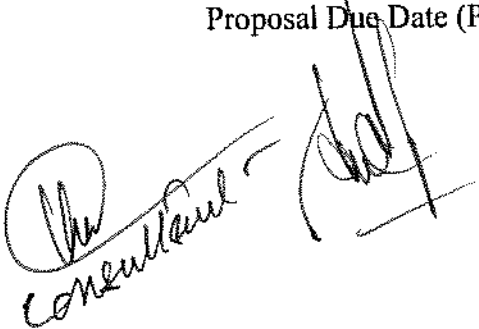
3.9.2 The Agency reserves the right not to respond to any questions or provide any Clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging the Agency to respond to any question or to provide any clarification.

3.10 Amendments to RFP

3.10.1 At any time prior to the deadline for submission of Proposal, the Agency may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum/ Amendment and displaying it on the Official Website and by conveying the same to the prospective Bidders (who have purchased the RFP document) by fax or e-mail.

3.10.2 All such amendments will be notified in writing through fax or e-mail & <https://jktenders.gov.in> to all Bidders. The amendments will also be displayed on the Official Website along with the revised RFP containing the amendments and will be binding on all Bidders.

3.10.3 In order to afford the Bidder (s) a reasonable time for taking an amendment into account, or for any other reason, the Agency may, in its sole discretion, extend the Proposal Due Date (PDD)

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4. PRE-BID CONFERENCE

- 4.1 Pre-Bid Conference of the Bidders shall be convened at the designated date, time and place. Only those Bidders, who have downloaded the same from the Official Website/ <https://jktenders.gov.in>, shall be allowed to participate in the Pre-Bid Conference. A maximum of two representatives of each Bidder shall be allowed to participate on production of an Authorisation Letter from the Bidder.
- 4.2 During the course of Pre-Bid Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Agency. The Agency shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and Competitive Selection Process.

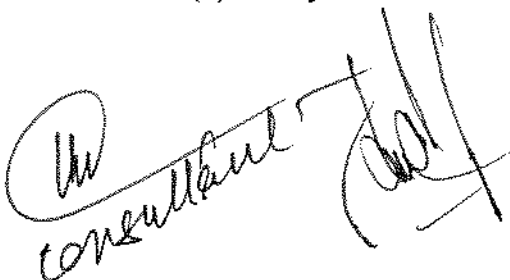
5. PREPARATION AND SUBMISSION OF PROPOSAL / BID

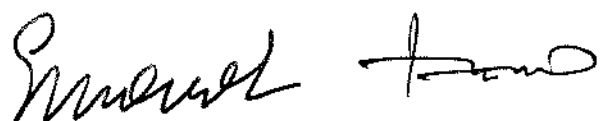
5.1 Language

The Proposal with all attached documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

5.2 Format and signing of Proposal

- 5.2.1 The Bidder shall provide all the information sought under this RFP. The Agency would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 5.2.2 The Bidder shall prepare one Original Set of the Proposal and it shall be in “ORIGINAL”.
- 5.2.3 The Technical Proposal / Bid shall be typed or written in **indelible** ink and signed by the authorized signatory of the Bidder who shall initial each page, in blue ink. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the “Authorized Representative”) of Bidder(s) as detailed below:
- (a) By the proprietor, in case of a proprietary firm; or
 - (b) By a partner, in case of a partnership firm and/or a limited liability partnership; or
 - (c) By a duly authorized person holding the Power of Attorney, in case of a Limited Company or a Corporation; or
 - (d) By the authorized representative of the Lead Member, in case of Consortium.

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A copy of the Power of Attorney certified under the hands of a partner or Director of the Bidder and notarized by a Notary Public in the form specified in Annexure IX (Form-6) shall accompany the Proposal.

5.2.4 Bidders should note the Proposal Due Date, as specified in Clause 2.6, for submission of proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Agency and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.6. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For avoidance of any doubt, the Agency reserves the right to seek clarifications under and in accordance with the provisions of Clauses 4.2.4 and 6.4.1. Bidder shall not submit any document after PDD except in response to any clarification sought by JaKLaRMA and in response to clarifications no change shall be made.

5.3 Technical Proposal /Bid

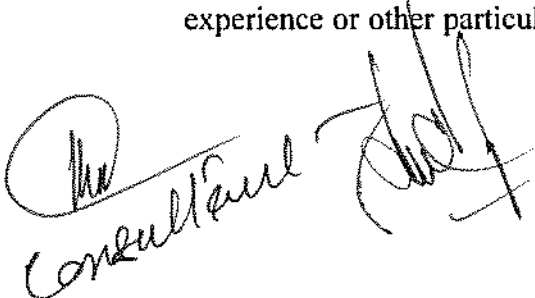
5.3.1 Bidders shall submit the technical proposal in the formats at Annexure IX (the "Technical Proposal").

5.3.2 While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:

- (a) The EMD is provided;
- (b) All forms are submitted in the prescribed formats and signed by the Prescribed signatories;
- (c) Power of Attorney, if applicable, is executed as per Applicable Laws;
- (d) CVs of all Key Professional Personnel have been included;
- (e) Key Personnel have been proposed only if they meet the conditions of eligibility laid down at Clause 3.1.4 of the RFP;
- (f) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (g) The CVs have been recently signed and dated in blue ink by respective Personnel and countersigned by the Bidder.
- (h) The CVs shall contain an undertaking from the respective Key Personnel about his / her availability for the duration specified in the RFP;
- (i) Professional Personnel proposed have good working knowledge of English Language and some of them have good working knowledge of Urdu also;
- (j) Key Personnel would be available for the period indicated in the TOR;
- (k) No Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal; and
- (l) The proposal is responsive in terms of Clause 6.2.3.

5.3.3 Failure to comply with the requirements spelt out in Clause 5.3.2 shall make the Proposal liable to be rejected.

5.3.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project

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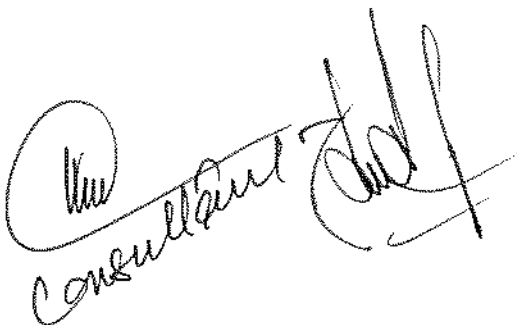
is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Agency for a period of 5 (five) years. The award of this service to the Bidder may also be liable to cancellation in such an event.

- 5.3.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 5.3.6 The proposed team shall be composed of experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that the Vendor(s) should be able to complete the Project within the specified time schedule. The Key Personnel specified in Clause 3.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of these services. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-11 of Annexure-IX
- 5.3.7 A Bidder may, if it considers necessary, propose suitable Sub-Bidder /Consortium in specific areas of expertise. Credentials of such firms should be submitted in Form-15 of **Annexure-IX**. A Sub-Vendor/Consortium, however, shall not be a substitute for any Key Personnel.
- 5.3.8 The JaKLaRMA reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the Agency to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Agency there-under.
- 5.3.9 In case, it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Vendor either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Agency and the Agency shall not be liable in any manner whatsoever to the Bidder or Vendor, as the case may be.

In such an event, the Agency shall forfeit and appropriate the EMD as mutually agreed pre-estimated compensation and damages payable to the Agency for, *inter alia*, time, cost and effort of the Agency, without prejudice to any other right or remedy that may be available to the Agency.

5.4 Financial Proposal / Bid

- 5.4.1 Bidders shall submit the financial proposal in the format at Annexure-III (the “**Financial Proposal**”) as per the financial bid bill of quantity (BOQ) uploaded on e-tendering portal.

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5.4.2 While submitting the Financial Proposal, the Bidder shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover as per scope of work remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (iii) Costs (including break down of costs) shall be expressed in INR.

5.5 Submission of Proposal / Bid

5.5.1 The Bidders shall submit online with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be signed by the Authorized Representative of the Bidder as per the terms of the RFP. The proposal is submitted downloaded from Official Website, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Agency and shall ensure that there are no changes caused in the content of the downloaded document.

5.5.2 The Proposal will bear the address of the Agency as indicated at Clause 13.2 and the instructions contained therein need to be followed.

5.5.3 The aforesaid proposal will contain three separate documents as mentioned under Clause 13.2. The "Technical Proposal" shall contain:

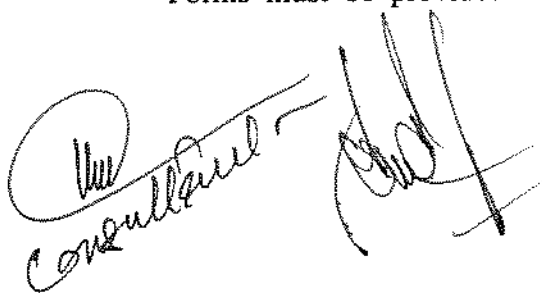
- (i) Application in the prescribed format (Form-1 to Form-15 of Annexure IX) along with all Supporting Documents; and
- (ii) EMD as specified in Clause 5.9 / Clause 13.1.

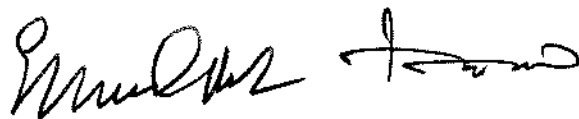
The "Financial Proposal" shall contain the financial proposal in the prescribed format in Annexure-III of ToR.

5.5.4 The Technical Proposal and Financial Proposal shall be signed by the Authorized Representative of the Bidder. All pages of the Technical Proposal and Financial Proposal must be numbered and signed by the person or persons signing the Proposal.

5.5.5 The completed Proposal must be delivered on or before the specified time on Proposal Due Date (PDD). Proposals submitted by fax, telex, telegram shall not be entertained.

5.5.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is

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directly relevant should be provided.

- 5.5.7 The rates quoted shall be firm throughout the period of performance of the assignment up to discharge of all obligations of the Vendor under the Agreement.

5.6 Proposal Due Date

- 5.6.1 Proposal should be submitted on or before the Proposal Due Date at or before 1600 hrs in the manner and form as detailed in this RFP.

- 5.6.2 The Agency may, in its sole discretion, extend the Proposal Due Date by issuing separate notice on <https://jktenders.gov.in>.

5.7 Late Proposals

Proposals received by the Agency after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

5.8 Modification/ substitution/ withdrawal of Proposals

- 5.8.1 The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Agency prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Bidder on or after the Proposal Due Date.

- 5.8.2 The modification, substitution, or withdrawal notice in accordance with Clause 5.5, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

- 5.8.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Agency, shall be disregarded.

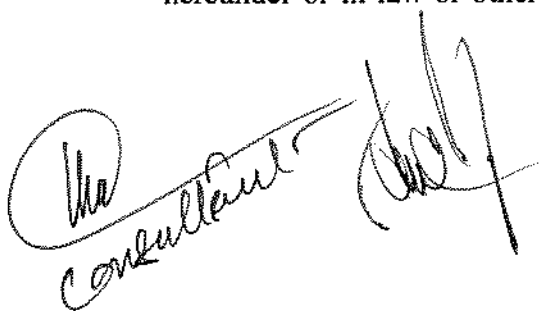
5.9 Earnest Money Deposit (EMD)

- 5.9.1 The Bidder shall furnish as part of its Proposal, EMD of Rs. 40 Lakhs (INR Forty Lakh only), refundable in the form of a Demand Draft issued by one of the Nationalized/ Scheduled Banks in India in favour of "Chief Executive Officer, JaKLaRMA, Govt. of J&K," payable at Jammu (the "EMD"),

- 5.9.2 Any Bid not accompanied by the EMD shall be rejected by the Agency declaring it as non-responsive.

- 5.9.3 The Agency shall not be liable to pay any interest on the EMD and the same shall be Interest free.

- 5.9.4 The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Agency's any other right or remedy hereunder or in law or otherwise, the EMD shall be forfeited and appropriated by the

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Agency as the mutually agreed pre-estimated compensation and damage payable to the Agency for, *inter alia*, the time, cost and effort of the Agency in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

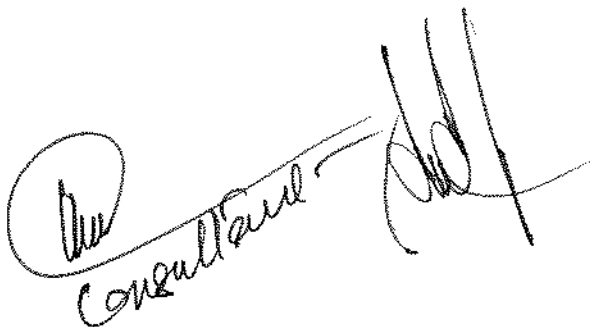
- a. If a Bidder submits a non-responsive Proposal;
- b. If a Bidder engages in any of the Prohibited Practices specified in Clause 9 of this RFP;
- c. If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time;
- d. In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment as specified in Clauses 8.4, 8.5 and 8.6 respectively, or
- e. If the Bidder is found to have a Conflict of Interest as specified in Clause 3.3.

6. EVALUATION PROCESS

6.1 QUALIFICATION CRITERIA

The Vendor(s) should meet the following criteria as on the date of submission of the bid and should submit documentary proof where-ever possible:

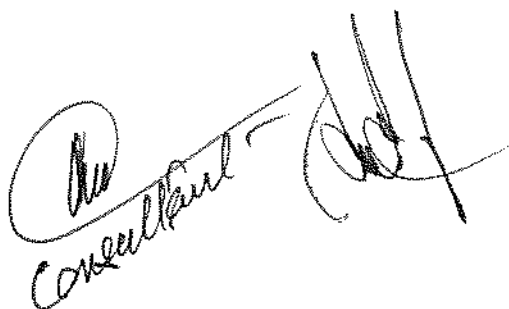
1. Bidder will have to give the Registration No. of the firm, CST No., EPF Account (Annexure-V) / Sales / Service Tax / GST documents in their respective bid document.
2. The bidder should have credentials for digitisation of cadastral maps and GIS oriented work in Government Agencies / Private (Nationally / Internationally). The work completion Certificate / Work Order / Performance Certificate should be enclosed with the Technical Bid.
3. Turnover of the firm must exceed Rs.20 (Twenty) crore per annum from geo-spatial activity during each of the 3 (three) financial years preceding the Proposal Due Date.
4. The bidder should submit Income Tax Return Statement and Auditor's Report and at least three duly signed copies of orders in support of Turnover details.
5. The bidder should have at least 50 Geographical Information System (GIS) and Computer Aided Designing (CAD) Professionals on their payroll for the activities related to Map Digitization (Attach the list of key Employees with exposure to Projects and Technologies).
6. The Bidder should have professionals for data entry in Urdu, as all the land records of the J&K Union Territory are in Urdu. However, the outputs (Text appearing in maps / records/ Reports) are to be made available in Urdu, Hindi, and English as per requirement. If not, Bidders should submit strategy to do so.
7. Bidders having ISO (9001:2000) or **Capability Maturity Model (CMM) Level** certification would be preferred.
8. Bidders should furnish details of Hardware / Legal Software / Surveying Equipments with Technical specifications.


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6.2 Evaluation of Proposals / Bids

- 6.2.1 The Agency shall open the Proposals / Bids at 11:00 hours on 31.03.2020, at the place specified in Clause 2.6 and in the presence of the Bidders who choose to attend. The "Pre-qualification of Bidder's are to be taken first followed by "Technical Bid". The "Financial Bid" will only be opened if the Technical Bid secures the minimum marks as per the Clause 7.1. The "Financial Bid" shall be kept secret for opening at a specified date.
- 6.2.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 5.8 shall not be opened.
- 6.2.3 Prior to evaluation of Proposals/ Bids, the Agency will determine whether each Proposal is responsive to the requirements of the RFP. The Agency may, in its sole discretion, reject any Proposal that is not responsive. A Proposal shall be considered responsive only if:
- (a) The Technical Proposal / Bid is received in the forms specified at Annexure-IX;
 - (b) It is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.6;
 - (c) It is accompanied by the EMD as specified in Clause 5.9 / Clause 13.1.
 - (d) It is signed, as stipulated in Clause 5;
 - (e) It is attached by the Power of Attorney as per Form 6 or Form 6(a) of Annexure IX;
 - (f) It contains all the information (complete in all respects) as requested in the RFP;
 - (g) It does not contain any condition or qualification.
- 6.2.4 The JaKLaRMA reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Agency in respect of such Proposals.
- 6.2.5 The JaKLaRMA shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 7 and the criteria set out in Clause 7.2 RFP.
- 6.2.6 After the technical evaluation, the JaKLaRMA shall prepare a list of shortlisted Bidders in terms of Clause 7.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Bidders along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Bidders who choose to be present. The Agency will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 7.3.
- 6.2.7 Bidders are advised that the selection will be entirely at the discretion of the Agency. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.



Handwritten signature of a consultant, with the word "Consultant" written below it.



Handwritten signature.

- 6.2.8 Any information contained in the Proposal shall not in any way be construed as binding on the Agency, its agents, successors or assignees, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

6.3 Clarifications

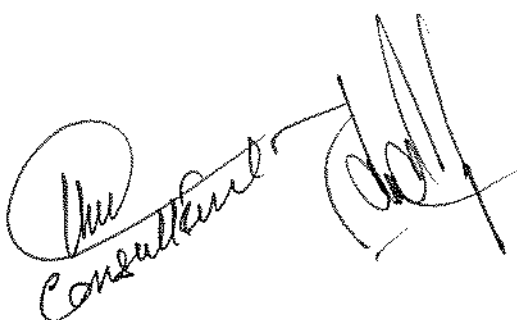
- 6.4 To facilitate evaluation of Proposals, the JaKLaRMA may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the JaKLaRMA for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

- 6.4.1 If a Bidder does not provide clarifications sought under Clause 6.4.1 above within the specified time, its Proposal shall be liable to be rejected. In case the proposal is not rejected, the JaKLaRMA may proceed to evaluate the proposal by construing the particulars requiring clarifications to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation from the JaKLaRMA.

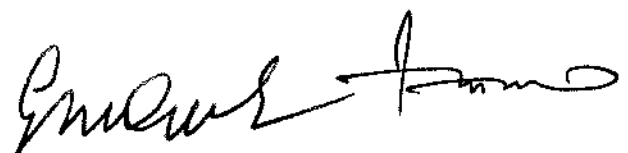
7. CRITERIA FOR EVALUATION

7.1 Evaluation of Technical Proposals / Bids

- 7.1.1 Technical Proposals will be evaluated on the basis of Bidder's experience, its understanding of ToR, proposed methodology and Work Plan, and experience of Key Personnel.
- 7.1.2 In the case of Consortium, Financial Capacity and past experience can be based on any of the Consortium members. However, proper agreements and documentation should be submitted as part of the proposal.
- 7.1.3 The bidder must score at least 50% marks in every component where-ever evaluation is to be made as mentioned in the 'Technical Bid - Evaluation Form' given below. The short-listed Vendor(s) will be invited to give Technical Presentation of the capabilities of the Firm/Organisation, its relevant experience, infrastructure relevant to the Project, implementation plan including time-lines for this project. The presentation should be focused one.



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Technical Bid - Evaluation Form

(To be used by the Evaluation Committee / Board)

Name of the Company:

Item Code	Parameter	Evaluation Criteria	Maximum Marks	Points Scored	Remarks
1	Relevant Experience of the Bidder	a) Must have successfully implemented cadastral map digitisation (Vectorisation), GIS based work on High Resolution Satellite Imagery (HRSI)/LiDAR, Spatial data integration for: (i) 1000 villages – 15 Marks (ii) 5 additional marks for every 500 villages upto maximum of 25 Marks. [40] (Successful Completion certificate from the State/UT Revenue Authority not below the rank of Director/Settlement Officer) b) Financial strength, capacity of firm : [10] Turnover 20 Crores : 6 marks 21-50 crores additional 2 marks >50 crores additional 2 marks c). Cadastral experience in hilly terrain in any state /UT with minimum of 50 villages:: [6] d). Resources to handle data entry in Urdu : [4]	60		
2	ISO Certification and CSR	(a)Corporate Social Responsibility (CSR) performances : [5] (b) ISO 9001-20000 certificate or CMM Level 3 : [5]	10		

3	Key Personnel (minimum 50 personnel required)	a). Experience and competence of the Key staff for the assignment: [3] b). Experience, competence and hands-on experience of the Team Leader in execution and co-ordination of such projects: [3] c). Profile and Experience of Key Staff in man years on similar MIS/GIS projects : [4] d). Extent of on-site commitment/engagement of the key staff for the project Senior Cadastral Executive Officer/Engineer-cum-Team leader : [1] Software Engineer: [2] Revenue officer, Surveyor, Documentation officer: [2]	15		
4	Evaluation Committee observation after presentation	Technical Presentation covering capabilities of the organisation, Approach and methodology, understanding of ToR, implementation plan including time-lines for this project (Hard Copy of Technical Presentation to be submitted): [15]	15		
		G. Total	100		

7.2 Short-listing of Bidders

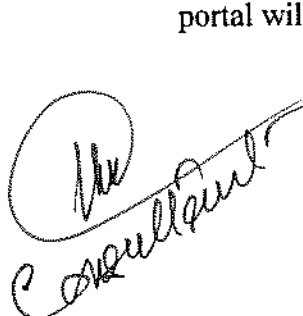
The Bidder(s) scoring 70 marks or higher shall be eligible for opening of financial bid.

7.3 Evaluation of Financial Proposals / Bids

7.3.1 In the second stage, the financial evaluation will be carried out and as per this Clause, each Financial Proposal will be assigned a financial score in accordance with 'FINANCIAL BID FORMAT' given in the Annexure III.

7.3.2 For financial evaluation, the total cost indicated in the Financial Proposal, excluding additional costs, will be considered. Additional costs shall include items specified as such in Financial Proposal of Annexure-III of ToR.

7.3.3 The Agency will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the ToR within the total quoted price shall be that of the Vendor(s). The online e-tendering portal will automatically determine L1, L2 and L3 bidders and so on.

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8. APPOINTMENT OF VENDOR

8.1 Verification of Infrastructure by the Agency / Committee Members on Vendor's site

The Vendor will provide the under-mentioned details as part of Technical Bid:

- (i) Number of Computers / hardware/ Surveying equipments, with make, model and technical specifications, to be used for execution of the Project.
- (ii) Number of Personnel to be engaged for the project. If currently not employed, then strategy to reach that number (if fails to recruit these personnel before award of the project, then the bidder is liable to lose the contract). Semi-skilled personnel may be hired locally also.
- (iii) List of legal software(s) (with number). Legal Software compliance is to be passed to Sub-Contractors as well and that is to be ensured.

Before the award of the contract, user may visit the facilities of the short-listed Vendor(s) / companies and verify the plan as submitted.

8.1.2 The Agency will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the Agency.

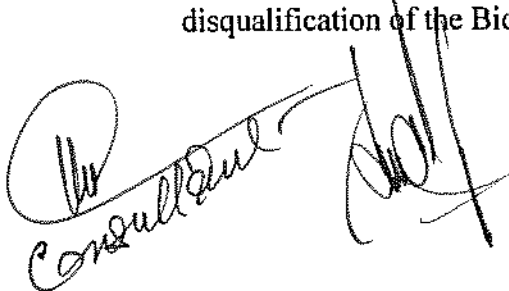
8.1.3 The Agency will examine the credentials of all Sub-Vendors / Consortium Members proposed for this service and those not found suitable shall be replaced by the Bidder to the satisfaction of the Agency.

8.2 Substitution of Key Personnel

8.2.1 The Agency will not normally consider any request of the Selected Bidder for substitution of Key Personnel as the ranking of the Bidder is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Agency .

8.2.2 The Agency expects all the Key Personnel to be available during execution of the Project. The Agency will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Agency. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Bidder. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Bidder or termination of the Agreement.

8.2.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Bidder or termination of the Agreement.



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8.3 Indemnity

The Bidder shall, subject to the provisions of the Agreement, indemnify the Agency for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

8.4 Award of work

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Agency to the Selected Bidder(s) and the Selected Bidder(s) shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Agency may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Agency on account of failure of the Selected Bidder to acknowledge the LOA, and the next highest ranking Bidder may be considered.

8.5 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Service Level Agreement within the period prescribed in Clause 22.11. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

8.5.1 PBG @20% of the Contract Value & Mobilization advance @ 10% of the Contract Value

a) PBG = 20% of the contract value.

b) Mobilisation BG = Equivalent amount of the mobilization advance.

The contract value will be re-worked / re-calculated in case the work is allotted to more than one vendor.

8.6 Commencement of assignment

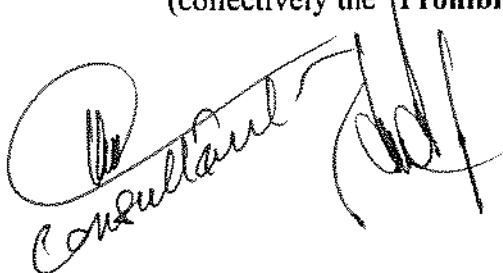
The Selected Bidders shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement or such other date as may be mutually agreed.

8.7 Proprietary data


Subject to the provisions of Clause 6.3, all documents and other information provided by the Firm or submitted by a Bidder shall remain or become the property of the JaKLARMA (Agency). Bidders and the Vendor, as the case may be, are to treat all information as strictly confidential. The Agency will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Vendor to the Agency in relation to the services shall be the property of the Agency.

9. FRAUD AND CORRUPT PRACTICES

9.1 The Bidders and their respective Officers, Employees, Agents and Advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Agency shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the



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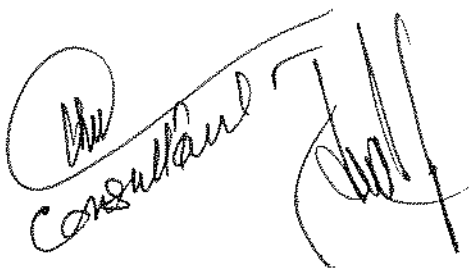


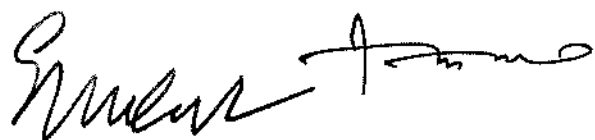
Agency shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or Performance Bank Guarantee(PBG), as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Agency for, *inter alia*, time, cost and effort of the Agency, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

- 9.2 Without prejudice to the rights of the Agency under Clause 9.1 above and the rights and remedies which the Agency may have under the LOA or the Agreement, if a Bidder or Vendor, as the case may be, is found by the Agency to have directly or indirectly or through an agent, engaged or indulged in any **Prohibited Practices** during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Vendor shall not be eligible to participate in any tender or RFP issued by the Agency during a period of 2 (two) years from the date such Bidder or Vendor, as the case may be, is found to have directly or through an agent, engaged or indulged in **Prohibited Practices**, as the case may be.

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **"Corrupt Practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Agency who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Agency , shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Vendor/ adviser of the Agency in relation to any matter concerning the Project;
- (b) **"Fraudulent Practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **"Coercive Practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (d) **"Undesirable Practice"** means
 - (i) Establishing contact with any person connected with or employed or engaged by the Agency with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
 - (ii) Having a Conflict of Interest; and
- (e) **"Restrictive Practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

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10. MISCELLANEOUS

- 10.1** The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Union Territory of J&K. The Courts at Jammu / Srinagar (Jammu & Kashmir) shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Selection Process.
- 10.2** The Agency, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) Consult with any Bidder in order to receive clarification or further information;
 - (c) Retain any information and/or evidence submitted to the Agency by, on behalf of and/or in relation to any Bidder; and/or
 - (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 10.3** It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Agency, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

All documents and other information supplied by the Agency or submitted by any Bidder shall remain or become, as the case may be, the property of the Agency. The Agency will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.

The Agency reserves the right to make inquiries with any of the clients listed by the Bidders in their 'Previous experience' record.


11. GUIDANCE NOTE ON CONFLICT OF INTEREST

11.1 Explanation of the provisions of Clause 3.3

11.1.1 Vendor should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Vendor should avoid both actual and perceived conflict of interest.

11.1.2 Conflict of interest may arise between the Agency and a Vendor or between Vendor and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:

- (a) Agency and Vendor:
 - (i) Potential Vendor should not be privy to information from the Agency which is not available to others; or


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- (ii) Potential Vendor should not have defined the project when earlier working for the Agency ; or
- (b) Vendor and concessionaires/contractors:
 - (i) No Vendor should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/contractor save and except relationships restricted to project-specific and short-term assignments; or
 - (ii) No Vendor should be involved in owning or operating entities resulting from the project; or
 - (iii) No Vendor should bid for works arising from the Project.


The participation of companies that may be involved as investors or consumers and officials of the Agency who have current or recent connections to the companies involved, therefore, needs to be avoided.

11.1.3 The normal way to identify conflicts of interest is through self-declaration by Vendor. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Agency. All conflicts must be declared as and when the Vendor becomes aware of them.

11.1.4 Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if Vendor drawing up the terms of reference or the proposed documentation is also eligible for the consequent assignment or project.

11.1.5 Another form of conflict of interest called "**scope-creep**" arises when Vendor advocates either an unnecessary broadening of the terms of reference or makes recommendations which are not in the best interest of the Agency but which will generate further work for the Vendor. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for Vendor to extend the length of their assignment.

11.1.6 Every project contains potential conflicts of interest. Vendor should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Agency at the earliest. Officials of the Agency involved in development of a Project shall be responsible for identifying and resolving any conflict of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

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TERMS OF REFERENCE (ToR)

12. INTRODUCTION

The Scope of work shall be as mentioned below:

(1) MODERNISATION OF LAND RECORDS INCLUDING DATA ENTRY, DIGITISATION OF CADASTRAL MAPS, SURVEY / RE-SURVEY, INTEGRATION WITH RECORD OF RIGHTS, MONUMENTATION AND ESTABLISHMENT OF TERTIARY GROUND CONTROL POINTS AND DGPS SURVEY, SATELLITE IMAGERY DATA PREPARATION FOR RECORDS OVERLAY AND UPDATION, CADASTRAL SURVEY FOR VERIFICATION AND PREPARATION OF UPDATED RECORDS IN THE 18 DISTRICTS, NAMELY, 1. KATHUA, 2. POONCH, 3. UDHAMPUR, 4. DODA, 5. RAMBAN, 6. GANDERBAL, 7. BARAMULLA, 8. ANANTNAG, 9. PULWAMA 10. SAMBA 11. RAJOURI 12. REASI 13. KISHTWAR 14. BANDIPURA 15. BUDGAM 16. KUPWARA 17. SHOPIAN 18. KULGAM.

(2) MODERNISATION OF LAND RECORDS INCLUDING SURVEY / RE-SURVEY AND ALLIED WORKS (EXCEPT FOR DATA ENTRY AND DIGITISATION (VECTORISATION) OF SERVING CADASTRAL MAPS USING SCANNED DATA, WHICH HAVE ALREADY BEEN COMPLETED AS ON THE DATE OF AWARD OF THIS CONTRACT) IN RESPECT OF THE TWO DISTRICTS OF JAMMU AND SRINAGAR..

The Agency intends to select the Vendor(s) through competitive bidding process in accordance with the procedure set out herein.

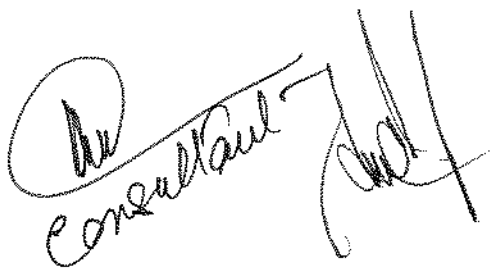
The Vendor(s) selected after completing the Bidding Process as contained in Para (13) below shall carry out the tasks enumerated in the Para (12) to follow as per the specifications mentioned herein and the DILRMP Guidelines issued by Govt. of India.

As mentioned under Clause 2 above, the Project completion mean completion of all aforementioned components.

The scope of the present RFP is primarily limited to work indicated above.

The Hardware at the Computer Centres will be procured, installed and commissioned by the Agency separately and connectivity will also be ensured in due course. However, the Vendor(s) / Firm(s) to whom the job is awarded shall use its/their own equipments (including Computers/ Printers/Plotters, Surveying Equipments etc.), software, man-power (skilled / semi-skilled/un-skilled) and other resources such as hiring of vehicles and suitable accommodation etc.

The assignment specifications, terms and conditions, and various Performa for submitting the Bids are described in this document.



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13. THE BIDDING PROCESS

13.1 The EMD

As contained in Para (5.9), Earnest Money Deposit (EMD) amounting to **INR 40 Lakhs** should be submitted in the form of Demand Draft/Bank Guarantee (BG) raised from Nationalized Bank along with the Proposal favouring **"Chief Executive Officer, JaKLaRMA, Govt. of J&K,"** payable at Jammu.

13.2 Submission of Proposal / Bid

The bidder will submit the response to the present RFP as follows:-

I: Pre-qualification of Bidder – The 'CHECK LIST' as given in Annexure I, with Bidders response, in duly super-scribed as 'Pre-qualification of Bidder' and clearly marked

"TECHNICAL BID FOR

(1) MODERNISATION OF LAND RECORDS INCLUDING DATA ENTRY, DIGITISATION OF CADASTRAL MAPS, SURVEY / RE-SURVEY, INTEGRATION WITH RECORD OF RIGHTS, MONUMENTATION AND ESTABLISHMENT OF TERTIARY GROUND CONTROL POINTS AND DGPS SURVEY, SATELLITE IMAGERY DATA PREPARATION FOR RECORDS OVERLAY AND UPDATION, CADASTRAL SURVEY FOR VERIFICATION AND PREPARATION OF UPDATED RECORDS IN 18 DISTRICTS, NAMELY, 1. KATHUA, 2. POONCH, 3. UDHAMPUR, 4. DODA, 5. RAMBAN, 6. GANDERBAL, 7. BARAMULLA, 8. ANANTNAG, 9. PULWAMA 10. SAMBA 11. RAJOURI 12. REASI 13. KISHTWAR 14. BANDIPURA 15. BUDGAM 16. KUPWARA 17. SHOPIAN 18. KULGAM.

(2) MODERNISATION OF LAND RECORDS INCLUDING SURVEY / RE-SURVEY AND ALLIED WORKS (EXCEPT DATA FOR ENTRY AND DIGITISATION (VECTORISATION) OF SERVING CADASTRAL MAPS WHICH HAVE ALREADY BEEN COMPLETED AS ON THE DATE OF THE AWARD OF THIS CONTRACT IN RESPECT OF THE TWO DISTRICTS OF JAMMU AND SRINAGAR. "

along-with Reference Number, Due Date and with the wordings "DO NOT OPEN BEFORE DUE DATE".

In case the Bidder has shown its inability to comply with certain criteria, then its Technical as well as Financial Bids will not be opened.

All the details will however be cross- checked for compliance in the process.

II: Technical Bid – In original + Photocopy of EMD (the original EMD shall be submitted before opening of Technical Bid.

A handwritten signature in black ink is written over a circular official stamp. The word "Consultant" is printed in a curved path within the stamp.

A handwritten signature in black ink, consisting of a stylized first name followed by a surname.

Technical offer along with EMD clearly marked "TECHNICAL BID FOR

(1) MODERNISATION OF LAND RECORDS INCLUDING DATA ENTRY, DIGITISATION OF CADASTRAL MAPS, SURVEY / RE-SURVEY, INTEGRATION WITH RECORD OF RIGHTS, MONUMENTATION AND ESTABLISHMENT OF TERTIARY GROUND CONTROL POINTS AND DGPS SURVEY, SATELLITE IMAGERY DATA PREPARATION FOR RECORDS OVERLAY AND UPDATION, CADASTRAL SURVEY FOR VERIFICATION AND PREPARATION OF UPDATED RECORDS IN 18 DISTRICTS, NAMELY, 1. KATHUA, 2. POONCH, 3. UDHAMPUR, 4. DODA, 5. RAMBAN, 6. GANDERBAL, 7. BARAMULLA, 8. ANANTNAG, 9. PULWAMA 10. SAMBA 11. RAJOURI 12. REASI 13. KISHTWAR 14. BANDIPURA 15. BUDGAM 16. KUPWARA 17. SHOPIAN 18. KULGAM

(2) MODERNISATION OF LAND RECORDS INCLUDING SURVEY / RE-SURVEY AND ALLIED WORKS (EXCEPT FOR DATA ENTRY AND DIGITISATION (VECTORISATION) OF SERVING CADASTRAL MAPS WHICH HAVE ALREADY BEEN COMPLETED AS ON THE DATE OF AWARD OF THIS CONTRACT) IN RESPECT OF THE TWO DISTRICTS OF JAMMU AND SRINAGAR.

along-with Reference Number, Due Date and with the wordings "DO NOT OPEN BEFORE DUE DATE":

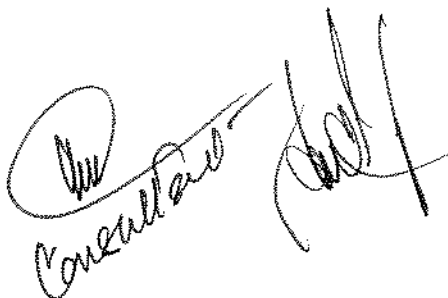
III : Financial Bid

The Financial Offer should clearly marked

"FINANCIAL BID FOR

(1) MODERNISATION OF LAND RECORDS INCLUDING DATA ENTRY, DIGITISATION OF CADASTRAL MAPS, SURVEY / RE-SURVEY, INTEGRATION WITH RECORD OF RIGHTS, MONUMENTATION AND ESTABLISHMENT OF TERTIARY GROUND CONTROL POINTS AND DGPS SURVEY, SATELLITE IMAGERY DATA PREPARATION FOR RECORDS OVERLAY AND UPDATION, CADASTRAL SURVEY FOR VERIFICATION AND PREPARATION OF UPDATED RECORDS IN 18 DISTRICTS, NAMELY, 1. KATHUA, 2. POONCH, 3. UDHAMPUR, 4. DODA, 5. RAMBAN, 6. GANDERBAL, 7. BARAMULLA, 8. ANANTNAG, 9. PULWAMA 10. SAMBA 11. RAJOURI 12. REASI 13. KISHTWAR 14. BANDIPURA 15. BUDGAM 16. KUPWARA 17. SHOPIAN 18. KULGAM

(2) MODERNISATION OF LAND RECORDS INCLUDING SURVEY / RE-SURVEY AND ALLIED WORKS (EXCEPT FOR DATA ENTRY AND DIGITISATION (VECTORISATION) OF SERVING CADASTRAL MAPS WHICH HAVE ALREADY BEEN COMPLETED AS ON DATE OF AWARD OF THIS CONTRACT) IN RESPECT OF THE TWO DISTRICTS OF JAMMU AND

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SRINAGAR. “ along-with the Reference Number, Due Date and with the wordings “DO NOT OPEN BEFORE DUE DATE”:

The above mentioned three proposals indicate clearly the name, address, E-mail ID and Telephone No(s). of the prospective Vendor /Firm /Company to enable the offer to be returned and is declared "Late" or submitted after the PDD.

The offer should be page numbered and appropriately flagged and must contain the list of contents with page numbered. Any deficiency in the documentation shall result in rejection of the Bid.

The copy of RFP document is downloaded from website www.jkfcrr.nic.in & <https://jktenders.gov.in>.

14. The Objective and Scope of the Project

The objective behind implementation of the Project titled

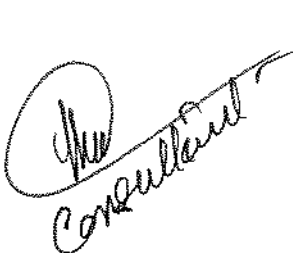
(1) MODERNISATION OF LAND RECORDS INCLUDING DATA ENTRY, DIGITISATION OF CADASTRAL MAPS, SURVEY / RE-SURVEY, INTEGRATION WITH RECORD OF RIGHTS, MONUMENTATION AND ESTABLISHMENT OF TERTIARY GROUND CONTROL POINTS AND DGPS SURVEY, SATELLITE IMAGERY DATA PREPARATION FOR RECORDS OVERLAY AND UPDATION, CADASTRAL SURVEY FOR VERIFICATION AND PREPARATION OF UPDATED RECORDS IN 18 DISTRICTS, NAMELY, 1. KATHUA, 2. POONCH, 3. UDHAMPUR, 4. DODA, 5. RAMBAN, 6. GANDERBAL, 7. BARAMULLA, 8. ANANTNAG, 9. PULWAMA 10. SAMBA 11. RAJOURI 12. REASI 13. KISHTWAR 14. BANDIPURA 15. BUDGAM 16. KUPWARA 17. SHOPIAN 18. KULGAM

(2) MODERNISATION OF LAND RECORDS INCLUDING SURVEY / RE-SURVEY AND ALLIED WORKS (EXCEPT FOR DATA ENTRY AND DIGITISATION (VECTORISATION) OF SERVING CADASTRAL MAPS WHICH HAVE ALREADY BEEN COMPLETED AS ON THE DATE OF AWARD OF THE CONTRACT) IN RESPECT OF THE TWO DISTRICTS OF JAMMU AND SRINAGAR. “

is to digitise the cadastral maps of the Union Territory and link of the same with updated textual data (RoR) and to extend services to the citizens.

As of now the web-based Enterprise GIS customized Software is being used for preparing and maintaining the ROR and Revenue Data. The Software already developed is expandable and is to be integrated with Registration Process. The data generated under the Project after due authentication and approval by the Revenue authorities concerned shall be provided to Data Centre for uploading the same in CIS part of web-based enterprise GIS, which is in the advanced stage of development.

For every village, there are cadastral maps having parcels of land (popularly known as Khasra Number or Survey Number), which form the basic record of revenue



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administration. After linking of the Cadastral Maps with textual data, the citizens can be provided with the services e.g. RoR with Plot Map (Parcel Map), showing dimensions of each side, area & the adjoining plots and Textual RoR data in sync with spatial data.

The main objective of the Project is to develop a modern, comprehensive and transparent land records management system in the Union Territory of Jammu and Kashmir with the aim to implement the conclusive land-titling system with title guarantee, which will be based on four basic principles, i.e.,

- (i) A single window to handle land records (including the maintenance and updating of textual records, maps, survey and settlement operations and registration of immovable property);
- (ii) The "mirror" principle, which refers to the fact that cadastral records mirror the ground reality;
- (iii) The "curtain" principle which indicates that the record of title is a true depiction of the ownership status, mutation is automated following registration and the reference to past records is not necessary, and
- (iv) Title insurance, which guarantees the title for its correctness and indemnifies the title holder against loss arising on account of any defect therein.

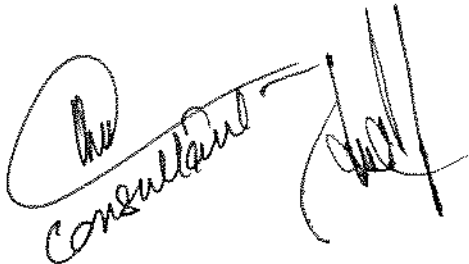
The present project has the main aim of development of Digital Cadastral Reference Database using village cadastral maps. This involves identifying the procedures for generating the softcopy products and standardisation of each product for unique identification of each cadastral map in the entire country and content (legend) codification so that each feature in the map is uniquely defined.

14.1 Scope of Work:

The digitisation and updation of village maps (Shajra) will help Union Territory Government to create database of the revenue maps/ Musavis in digitized form and linking up with the existing database of Land Records Management Software. Average number of plots per Musavi is 100 (approx.). However, the khasra nos. may increase after updation.

RFP is for carrying out all the tasks in respect of

- (1) MODERNISATION OF LAND RECORDS INCLUDING DATA ENTRY, DIGITISATION OF CADASTRAL MAPS, SURVEY / RE-SURVEY, INTEGRATION WITH RECORD OF RIGHTS, MONUMENTATION AND ESTABLISHMENT OF TERTIARY GROUND CONTROL POINTS AND DGPS SURVEY, SATELLITE IMAGERY DATA PREPARATION FOR RECORDS OVERLAY AND UPDATION, CADASTRAL SURVEY FOR VERIFICATION AND PREPARATION OF UPDATED RECORDS IN 18 DISTRICTS, NAMELY, 1. KATHUA, 2. POONCH, 3. UDHAMPUR, 4. DODA, 5. RAMBAN, 6. GANDERBAL, 7. BARAMULLA, 8. ANANTNAG, 9. PULWAMA 10. SAMBA 11. RAJOURI 12. REASI 13. KISHTWAR 14. BANDIPURA 15. BUDGAM 16.

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(2) MODERNISATION OF LAND RECORDS INCLUDING SURVEY / RE-SURVEY AND ALLIED WORKS (EXCEPT FOR DATA ENTRY AND DIGITISATION (VECTORISATION) OF SERVING CADASTRAL MAPS WHICH HAVE ALREADY BEEN COMPLETED AS ON THE DATE OF AWARD OF THE CONTRACT) IN RESPECT OF THE TWO DISTRICTS OF JAMMU AND SRINAGAR.

The Vendor(s) will carry out geo-referencing of High Resolution Satellite Imagery (HRSI), Feature extraction / digitisation / redrawing of Musavis, Geo-referencing of Musavis / cadastral maps, Ground truthing / Field verification using ETS (ensuring linear accuracy < 25 cm on ground), Public validation, Attribute addition, linking with RoR and fixing Sehada stones (village tri-junction pillars) related data to be updated into The Cadastral Information System (CIS) - part of Web-based Enterprise GIS developed under the Project.

After the successful completion of this job, the Vendor shall provide support for 2 years for maintaining record, updation, imparting training etc.

15. Location codes and Feature Coding

The Census Department of Govt. of India has assigned location codes from States/ Union Territories down to villages. The Union Territory of J&K being the northernmost had been assigned '01' code. The codes have now been modified vide Registrar General of India letter No. 9/21/2009-CD(CEN) dated 21-8-2009 (which is Census of India 2011 – Circular No. 5) available on the official website of Census Department. This is further to be extended to exercise of assigning unique Ids to Survey Numbers (Khasra or parcel). As per the above letter, the location code of J&K stands changed to '010' and similarly for other administrative units.

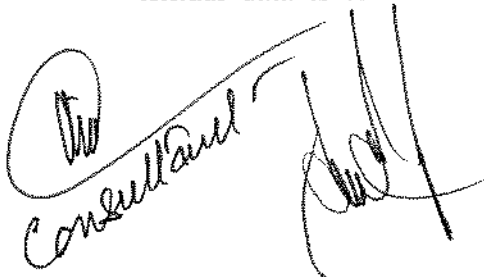
All the features digitized, as per the requirement, would be assigned feature codes as specified in the 'Study of Uniform Coding Scheme for Computerisation of Land Records' brought out by DoLR Govt. of India. To be specific these details will be contained in the 'Technical Inputs' document to be released with the work order. Vendor will ensure complete and proper association of the corresponding feature codes for all features.

This coding scheme is to be invariably used as Ids for parcels and other items, indexing the data while entry of RoR and allied textual data and in the Cadastral Information System already developed under the Project.

16. Details of Project Components

16.1 Data Entry / Re-Entry / Data Conversion of all Textual Data

Data entry / Re-entry / Data conversion of all textual records is to be carried out in a manner so as to facilitate its integration with the land records maintenance system. The textual data is to be stored in MS Access format initially which will be ported to



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Central GIS database supported by Web-based Enterprise GIS already developed under of the Project. The records that are to be computerised are:

- (i) Jamabandi / Record of Rights (RoR)
- (ii) Khasra Girdawari
- (iii) Mutation Registers
- (iv) Valuation Data/Details
- (v) Legal Encumbrances Data
- (vi) Other allied land attributes data / socio-economic data etc.

Urdu being the Official Language of Jammu & Kashmir, all the records of the Union Territory is in Urdu. The data entry is to be carried out in Urdu and Unicode.

The data entry has already been completed in respect of land records of villages of Jammu and Srinagar districts. The Vendor will convert this data into the prescribed format in respect of villages whose data has already been completed for the sake of uniformity. However, those villages will be taken up for data entry, on priority, where this activity has not been taken up earlier and thereafter the activity of conversion will be completed.

16.2 The records as listed below have been scanned and scanned images /data /prints can be used by service providers which will be made available by JaKLaRMA :

- (i) Musavis / Lathas
- (ii) Field Books/Misal Haqiyat/Jamabandis

16.3 Establishing Tertiary Ground Control Points (GCPs) across the Union Territory/Project area

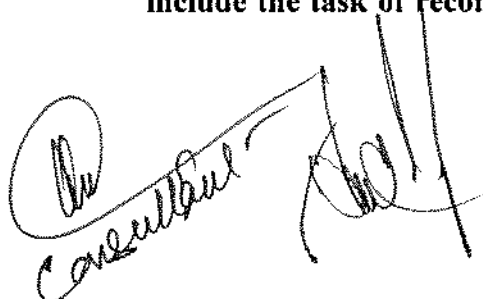
Primary and Secondary GCPs have already been established in all districts of the Union Territory of J&K and Tertiary control points established in two districts, namely, Jammu and Srinagar under the Project. The GCPs and the MSL Heights established by Survey of India as part of national frame-work have been used while establishing these Control Points.

The Primary and Secondary GCPs will be used for further densification of Control for taking up demarcation of village boundary, delineation of parcels and Geo-referencing the High Resolution Satellite Imagery (to be arranged by the Agency).

Monumentation of Tertiary Ground Control Points in the districts of Jammu and Srinagar and Primary/ Secondary Ground Control Points across the Union Territory has been done as per DILRMP guide-lines.

16.4 Survey / Re-Survey

The task of Survey / Re-Survey and updation of the survey and settlement records will also include creation of updated Cadastral Maps wherever necessary and ground truthing with the usage of modern techniques. Moreover, the exercise will also include the task of reconciliation of the re-survey data with the available records

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and finalize the dimensions of each land parcel, prepare the land parcels for the proposed exercise and map the identified boundary vertices.

Linear accuracy of < 25 cm on ground should be achieved for detail survey which-so-ever methodology is used for Survey / Re-Survey.

In the Union Territory of Jammu & Kashmir, the requirement of Survey and Re-Survey will fall in three categories:

- (i) **Survey:** Where fresh or partial measurements need to be carried out.
- (ii) **Re-Survey (Chain):** For those villages where survey has been done using chain survey method.
- (iii) **Re-Survey (ETS):** For those villages where measurements have been done using GPS and ETS and deposited for integration with the new Survey.

(a) Status of Survey / Re-Survey and Data Entry of RoR etc. of the villages of the 20 Districts:

(1) Kathua District:

Total number of villages in Kathua District: 529

No. of villages -surveyed using ETS but RoR prepared manually : 138
No. of villages -surveyed using ETS and RoR computerised : 30
No. of villages -surveyed using chain and RoR prepared manually: 0
No. of villages -surveyed using chain but RoR computerised : 0

(2) Poonch District:

Total number of villages in Poonch District: 178

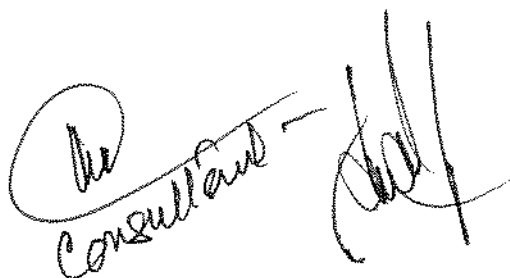
No. of villages -surveyed using ETS but RoR prepared manually : 00
No. of villages -surveyed using ETS and RoR computerised : 00
No. of villages -surveyed using chain and RoR prepared manually: 158
No. of villages -surveyed using chain but RoR computerised : 00

(3) Udhampur District:

Total number of villages in Udhampur District: 394

No. of villages -surveyed using ETS but RoR prepared manually :165
No. of villages -surveyed using ETS and RoR computerised : 10
No. of villages -surveyed using chain and RoR prepared manually: 97
No. of villages -surveyed using chain but RoR computerised : 00

(4) Doda District:


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Total number of villages in Doda District: 400

No. of villages -surveyed using ETS but RoR prepared manually : 03
No. of villages -surveyed using ETS and RoR computerized : 00
No. of villages -surveyed using chain and RoR prepared manually: 220
No. of villages -surveyed using chain but RoR computerized : 00

(5) Ramban District

Total number of villages in Ramban District: 173

No. of villages -surveyed using ETS but RoR prepared manually : 68
No. of villages -surveyed using ETS and RoR computerized : 13
No. of villages -surveyed using chain and RoR prepared manually: 50
No. of villages -surveyed using chain but RoR computerized : 00

(6) Jammu District

Total number of villages in Jammu District: 915

No. of villages -surveyed using ETS but RoR prepared manually :300
No. of villages -surveyed using ETS and RoR computerized :119
No. of villages -surveyed using chain and RoR prepared manually: 00
No. of villages -surveyed using chain but RoR computerized : 00

(7) Samba District

Total number of villages in Samba District: 381

No. of villages -surveyed using ETS but RoR prepared manually : 08
No. of villages -surveyed using ETS and RoR computerized : 07
No. of villages -surveyed using chain and RoR prepared manually: 00
No. of villages -surveyed using chain but RoR computerized : 00

(8) Reasi District

Total number of villages in Reasi District: 259


No. of villages -surveyed using ETS but RoR prepared manually : 05
No. of villages -surveyed using ETS and RoR computerized : 32
No. of villages -surveyed using chain and RoR prepared manually: 05
No. of villages -surveyed using chain but RoR computerized : 00

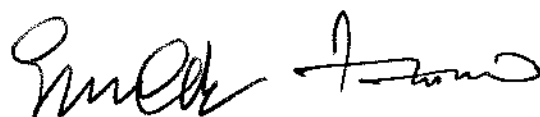
(9) Rajouri District

Total number of villages in Rajouri District: 387

No. of villages -surveyed using ETS but RoR prepared manually : 00
No. of villages -surveyed using ETS and RoR computerized : 20
No. of villages -surveyed using chain and RoR prepared manually: 00


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No. of villages -surveyed using chain but RoR computerized : 00

(10) Kishtwar District

Total number of villages in Kishtwar District: 156

No. of villages -surveyed using ETS but RoR prepared manually : 00
No. of villages -surveyed using ETS and RoR computerized : 00
No. of villages -surveyed using chain and RoR prepared manually: 00
No. of villages -surveyed using chain but RoR computerized : 00

(11) Ganderbal District:

Total number of villages in Ganderbal District: 139

No. of villages -surveyed using ETS but RoR prepared manually : 27
No. of villages -surveyed using ETS and RoR computerized : 27
No. of villages -surveyed using chain and RoR prepared manually: 22
No. of villages -surveyed using chain but RoR computerized : 00

(12) Baramulla District:

Total number of villages in Baramulla District: 544

No. of villages -surveyed using ETS but RoR prepared manually : 13
No. of villages -surveyed using ETS and RoR computerized : 34
No. of villages -surveyed using chain and RoR prepared manually: 00
No. of villages -surveyed using chain but RoR computerized : 00

(13) Anantnag District:

Total number of villages in Anantnag District: 353

No. of villages -surveyed using ETS but RoR prepared manually : 20
No. of villages -surveyed using ETS and RoR computerized : 67
No. of villages -surveyed using chain and RoR prepared manually: 20
No. of villages -surveyed using chain but RoR computerized : 00

(14). Pulwama District:

Total number of villages in Pulwama District: 343

No. of villages -surveyed using ETS but RoR prepared manually : 53
No. of villages -surveyed using ETS and RoR computerized : 145
No. of villages -surveyed using chain and RoR prepared manually: 00
No. of villages -surveyed using chain but RoR computerized : 00

(15.) Budgam District:

Total number of villages in Budgam District: 508


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No. of villages -surveyed using ETS but RoR prepared manually : 91
No. of villages -surveyed using ETS and RoR computerized : 186
No. of villages -surveyed using chain and RoR prepared manually: 00
No. of villages -surveyed using chain but RoR computerized : 00

(16) Srinagar District:

Total number of villages in Srinagar District: 137

No. of villages -surveyed using ETS but RoR prepared manually : 07
No. of villages -surveyed using ETS and RoR computerized : 26
No. of villages -surveyed using chain and RoR prepared manually: 00
No. of villages -surveyed using chain but RoR computerized : 00

(17) Bandipora District:

Total number of villages in Bandipora District: 125

No. of villages -surveyed using ETS but RoR prepared manually : 00
No. of villages -surveyed using ETS and RoR computerized : 07
No. of villages -surveyed using chain and RoR prepared manually: 00
No. of villages -surveyed using chain but RoR computerized : 00

(18) Kulgam District:

Total number of villages in Kulgam District: 271

No. of villages -surveyed using ETS but RoR prepared manually : 131
No. of villages -surveyed using ETS and RoR computerized : 42
No. of villages -surveyed using chain and RoR prepared manually: 00
No. of villages -surveyed using chain but RoR computerized : 00

(19) Shopian District:

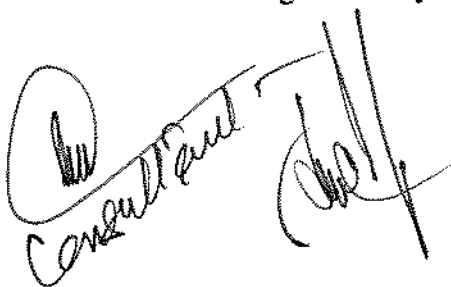
Total number of villages in Shopian District: 232

No. of villages -surveyed using ETS but RoR prepared manually : 00
No. of villages -surveyed using ETS and RoR computerized : 38
No. of villages -surveyed using chain and RoR prepared manually: 00
No. of villages -surveyed using chain but RoR computerized : 00

(20) Kupwara District:

Total number of villages in Kupwara District: 385

No. of villages -surveyed using ETS but RoR prepared manually : 00
No. of villages -surveyed using ETS and RoR computerized : 63
No. of villages -surveyed using chain and RoR prepared manually: 00


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No. of villages -surveyed using chain but RoR computerized : 00

Other relevant details that are required :

1.	District : Kathua Total area (sq.km): Area for Survey / Re-Survey :	2651 1927
2.	District : Poonch Total area (sq.km) : Area for Survey / Re-Survey :	1674 1144
3.	District : Udhampur Total area (sq.km) : Area for Survey / Re-Survey :	4550 2793
4.	District : Doda Total area (sq.km) : Area for Survey / Re-Survey :	2306 1878
5.	District : Ramban Total area (sq.km) : Area for Survey / Re-Survey :	1329 1138
6.	District: Kishtwar Total area (Sq. Km) : Area for Survey / Re-Survey :	7737 1094
7.	District: Jammu Total area (Sq. Km) : Area for Survey / Re-Survey :	3097 2370
8.	District: Samba Total area (Sq. Km) : Area for Survey / Re-Survey :	904 831
9.	District: Reasi Total area (Sq. Km) : Area for Survey / Re-Survey :	1719 831
10.	District: Rajouri Total area (Sq. Km) : Area for Survey / Re-Survey :	2630 2534
11.	District: Srinagar Total area (Sq. Km) : Area for Survey / Re-Survey :	599 117
12.	District: Ganderbal Total area (Sq. Km) : Area for Survey / Re-Survey :	259 259
13.	District: Budgam Total area (Sq. Km) : Area for Survey / Re-Survey :	1371 778
14.	District: Baramulla Total area (Sq. Km) : Area for Survey / Re-Survey :	4588 1095
15.	District: Bandipora Total area (Sq. Km) :	398

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	Area for Survey / Re-Survey :	343
16.	District: Kupwara Total area (Sq. Km) : Area for Survey / Re-Survey :	2379 666
17.	District: Anantnag Total area (Sq. Km) : Area for Survey / Re-Survey :	3984 2021
18.	District: Pulwama Total area (Sq. Km) : Area for Survey / Re-Survey :	1398 608
19.	District: Kulgam Total area (Sq. Km) : Area for Survey / Re-Survey :	1067 476
20.	District: Shopian Total area (Sq. Km) : Area for Survey / Re-Survey :	613 368

The following modern technology options are to be used as per the type of terrain/requirement:

- (i) Pure ground method using Electronic Total Station (ETS) and Differential Global Positioning System (GPS)
- (ii) Hybrid methodology using Aerial Photography /LiDAR and Ground Truthing by ETS and DGPS
- (iii) High Resolution Satellite Imagery (HRSI) and Ground Truthing by ETS and DGPS.

Priority for Survey work will be given to those villages where mapping has not been done using ETS. Thereafter, those villages will be taken up where the measurements have been carried out using ETS by Revenue Department under Settlement Operations. The cadastral maps (in digital form) prepared under this exercise will be overlaid on the geo-referenced HRSI. In case differences are substantial, survey work will be taken up afresh and in case minor differences are there, then survey work will be carried out for making necessary changes only.

Teams of responsible Revenue officials headed by concerned Tehsildar/Naib Tehsildar comprising of Girdawar Qanungo and Patwari will oversee the work carried out by Survey Teams of the Vendor on daily basis. Following records will be carried to field by Revenue officials for assisting the survey process:

- (i) Latha Rampuri of the village under survey
- (ii) Misal Haqiyat / Jamabandi (Registers)
- (iii) Khasra Girdawari (Registers)
- (iv) Mutation Records(Registers)
- (v) Fard Badr Register(Registers)





- (vi) Roz Naamcha Waqyati(Registers)
- (vii) Register Fard Partaal(Registers)
- (viii) Chaant(Registers)
- (ix) Chuminda Register
- (x) Chuminda (A rough sketch of the area under Survey / Re-survey)
and any other records which may be required.

The cadastral map with RoR data linked to it, is to be superimposed on geo-referenced imagery and that is to be used as back-ground image on ETS while carrying out survey / re-survey including delineation of boundary of natural structures, such as, water bodies, Hills etc., Road, Govt. Land, Common Land, Private Land etc. Modifications / updations are to be made using the Software Developed under the Project. Alternatively, feature extraction can be carried out using geo-referenced HRSI and then the same can be carried to field for ground truthing using ETS and DGPS. It is to be ensured that linear accuracy of < 25 cm on ground should be achieved for detail survey using ETS.

The survey team(s) of vendor(s) will generate a Discrepancy Register that will give the details of land parcels showing the area difference between resurvey and old survey records. In case, where the area of resurveyed land parcel is more than 5% and such land parcel has non-private land (Government / Semi Government) on any of its side, then digitize the old map of the survey number and superimpose on the resurveyed parcel of land showing the variation on the map as well as on the area. The encroached area (of adjoining Govt. or Common land) is to be shown by dotted lines and given a different shading and encroachment land register, in prescribed format needs to be generated and submitted.

The record so prepared will be handed over for promulgation to the Survey and Settlement Officer who would take up the promulgation activity. This activity is to be done by the specified Government Official. Generate one register for new survey no. arising out of resurvey with no corresponding old survey no.

16.5 Integration of textual and spatial data.

The integration of textual data of RoR, mutation records etc. will also include socio-economic data that will be integrated with the cadastral maps, side-by-side the Survey / Re-survey work and such data once integrated can be utilised for development of Village level planning using GIS techniques and this will enhance utility of cadastral maps in the present day context. The data entry has to be in such a way that it should be possible to generate reports in any of the three languages, viz., Urdu, Hindi or English the provision is available in the Web-based Enterprise already developed under the Project.

16.6 Integration of data into the Web-based Enterprise Geospatial Information System (GIS)

The Web based Enterprise GIS System has been developed under the Project. The Vendor shall be required to integrate the data into the system.

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The provision is available in the GIS developed for getting the information and Cadastral maps etc. in three languages viz., Urdu, Hindi and English.

16.7 Establishing Modern Record Rooms

This activity is linked with that of scanning of old records. The records are being maintained in paper form at Jammu as well as at Srinagar and other District Headquarters the scanned data as per prescribed specifications is preserved and is to be archived in the storage devices located at Jammu and Srinagar and other district headquarters with provision of appropriate web-based retrieval / access software.

Database standards: RDBMS with spatial data support to be used for data storage.

16.8 Inter-connectivity among Revenue and Sub-Registrar Offices

The servers housing the spatial and non-spatial data at the Computer Centres at Tehsil/Niabat Level are to be connected with the SROs where all transactions/ activities related to land take place and the land records with the Agency are to be systematically updated online based on these activities.

The Agency is establishing these Computer Centres separately at Tehsil/Niabat and physical connectivity will be ensured by the Agency. It will be ensured by the Agency that the Web-based Enterprise GIS software is fully operational for automation of all such activities.

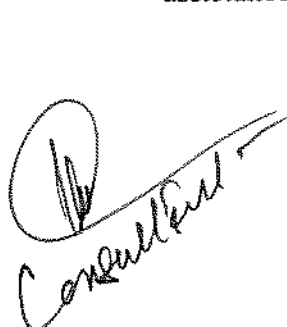
16.9 Training & Capacity Building

The Vendor will take care of imparting formal as well as hands-on training to the Revenue Staff working with them. The Revenue Training Institutes are well equipped to carry forward the task of training the Revenue Staff in future.

17. Work Details and Specifications

17.1 Digitisation (vectorisation) of current / serving Cadastral Maps / Musavis:

- a) Agency will provide the scanned current Musavis and RoR data and Vendor will update the scanned Musavis assisted by the concerned Patwari. The Vendor will carry out digitisation (in defined time frame strictly). Digitized Musavis will be geo-referenced with the help of GCPs and High-Resolution Ortho-rectified Satellite Imagery (HRSI). Thereafter, up-dation of map data and RoR will be carried out as per Clause 17.2.5. The day that data (Spatial and Non-Spatial) is verified and accepted by the Agency, that will be the cut-off date for up-dation of cadastral map and related RoR data of the concerned village.
- b) If Musavi (hard copy) is not available with the Agency or not readable then the creation and digitisation of the new Musavis from field book will be done by the Vendor with assistance of Patwari.



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- c) Digitized cadastral maps/Musavis, integration with Records of Rights (RoR) in GIS layers depicting Geographic Information (the property co-ordinates, the actual measurements as per ground reality and Musavi), attributes information (based on RoR), its interlinking with optimum precision.
- d) To generate integrated, Geo-referenced Village/Tehsil/District mosaic of cadastral maps.
- e) To develop retrieval system to obtain the drawing of the land parcels along with dimensions, area (as on ground and also as per RoR), attributes and neighbourhood details.
- f) The property maps should be able to integrate with the Record of Rights and future web application/publishing.

17.1.1 Following points must be addressed during the process of digitisation:

- a) The missing features (present on the ground but not on Musavis) and invalid features (present in Musavis but not on the ground) should be digitized and reflected in separate layers.
- b) Updated geo-referenced Musavis should show the roads/canals/water bodies/railway lines as existing, missing or invalid features in separate layers as per RoR.
- c) Provision to be made to show the Parcel (Khasra) dimensions and area in the metric system as well as traditional system as per requirement.
- d) Vendor will also generate the field book of the village from the digitized Musavis.
- e) The details of the Parcels (Khasra) should be shown in the attribute table (Area as per RoR, Ownership details etc) along with actual ground / map dimensions.
- f) Comparison of area and dimensions should be done.
- g) Encroachments, excess areas and measurement discrepancies should be highlighted (using different symbol / colour schemes) in the Musavis. The further course of action on that area is the responsibility of the Agency.
- h) Linkage with RoR:
The Vendor will provide the digitized Musavis in the form of shape files (.shp) as per the format specified by the Agency. These shape files must contain the attribute data required to integrate with the Web-based Enterprise GIS.

17.1.2 Specifications for digitisation

Vendor is supposed to provide vector digital data with complete clean/edit/topology building processing in specified formats, conforming all accuracy and completion


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requirements, along with associated feature codes. The requirements are:

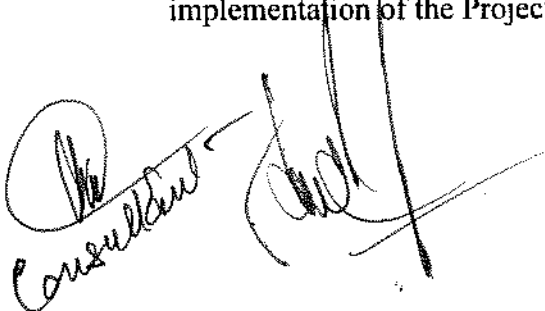
- i. The Vendor will submit a check plot for accuracy. Exact specifications will be provided in the 'Technical Inputs' document, along with Agreement.
- ii. Digital data would be submitted in the required format for checking of topological correctness.
- iii. Vendor shall incorporate all omissions and rectify all identified errors using check plot and digital data.
- iv. One Musavi on 170 GSM paper after one-to-one checking of 100% data with original manuscript and another print on 100 GSM paper for reference in field during Survey and Re-Survey. Refer point 2.2 of Financial Bid Format.

17.1.3 Editing/Cleaning of data

- i. Relocation of misplaced features
- ii. Adding missing features
- iii. Removing undershoots and overshoots
- iv. Deleting extra features
- v. Brightness and Contrast Adjustment
- vi. Colour Balance
- vii. Resize and Cut
- viii. Flip/Rotate
- ix. Image Compress
- x. File Format Changing

17.1.4 Deliverables after Digitisation

- i. Digitized vector data is supposed to be in planner form i.e. all intersections of lines and significant features on a line should be marked by nodes.
- ii. Labels marked on the map should be digitized as point and not as text or annotation including line lengths as mentioned on the map.
- iii. The final vector data should be topologically complete and should be transformed, to the base data provided by the Agency/ DLR, Jammu & Kashmir. However, each data may not be transformed, but it should be produced as per the requirement reflected in the System Design Document.
- iv. Seam-less data generation Tehsil / District-wise.
- v. The survey map of village is available in several sheets (sub-maps). The first sub-maps would be scanned to get a raster image and it would be vectorised to generate vector digital data. These digitized Musavis will then be integrated to generate a map of the village after updation using software tools. Thereafter, the digital maps of different villages of Tehsil will be merged (mosaiced) together through software to construct the map of Tehsil. Similarly, the digital maps of Tehsils would be merged together to form a map of the District.
- vi. The output format of the digitized cadastral map should be .shap file subject to change to some other format if decided by the Agency.
- vii. The Agency will issue the certificate to service provider about successful implementation of the Project after receiving the satisfactory report from the authorities

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at District level.

- viii. After successful implementation of the Project, Service Provider will handover all Technical documents as well as User Manuals for the database of digitized cadastral maps, Operational Manuals of Enterprise GIS and Intellectual Property Rights (IPR) rights to the Agency. A copy each of the user manual would also be provided to authorities at District/ Tehsils/ Sub-division level. All the deliverables mentioned in this document would become the property of the Agency and the same reserves the right to replicate the digitisation process in as many Tehsils and other administrative units as required.
- ix. Open standard may be used for creation of Database / Applications etc. As far as the encoding standards are concerned, the UNICODE should be used for data storage and local language display and support.

It is required to convert the existing paper maps into GIS-ready digital form in order to facilitate updating of cadastral maps in synchronisation with the changes made in the RoRs. RoRs provide information on the Parcels (Khasras) held by individual or joint owners, indicating ownership of land, its classification, land use, source of irrigation etc. Detailed maps of individual pieces of land, called parcels or plots, are prepared accurately for each revenue village. A plot of land may have been further subdivided into two or more sub-plots and transferred to other persons by way of deed of gift or sale or inheritance, or conversion of classification of land use etc. The need for indicating these changes in the map arises every time a change as mentioned above takes place so as to depict the ground reality. The cut-off date for updation of Musavis will be mentioned in SLA (Service Level Agreement). However, one original copy of Musavis in digitized form will be preserved and the changes will be made in another copy of the original Musavi.

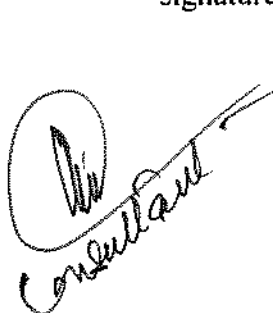
GIS-ready digitisation of cadastral maps and their integration with RoR involve the following steps:

Scanned cadastral map or part of the village map and feeding this scanned map into the computer to create a computer image of the map which is known as a raster map.

The next step involves geo-referencing of the raster image and then vectoring the details, such as, village boundary, parcel boundaries and all details as per the 'Technical Inputs' document.

A printout of these vectorised maps would be given to the Agency by the Service Provider for thorough checking with the original cadastral maps. The Agency would then table check the vectorised map using revenue scale (Paimana) with the original map. Every line and point on the two maps should match and correctness of the digitized map would be then certified by the Agency. Errors if any, detected have to be rectified by the Service Provider/Vendor. Necessary arrangement for this testing will be done by the Service Provider.

Once the Agency has approved the vectorised map and the files, the Vendor can proceed to add each of the handwritten information on the original map except the signature at the bottom given out neatly typed, Dimensions (line lengths) as per



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Musavis to be fed for each arm/ side of polygon/ plot.

The print-out of the map taken out at this stage needs to be thoroughly checked and approved by the Agency.

17.2 Survey / Re-Survey and Up-dation of the Survey & Settlement Records

For up-dation of Revenue records / Musavis the following survey methods/technology can be adopted as per the ground situation /reality using any / both of the following method:

- i) Pure ground method using Electronic Total Station (ETS) and Differential Global Positioning System (DGPS)
- ii) Hybrid methodology using Aerial Photography /LiDAR and Ground Truthing by ETS and DGPS
- iii) **High Resolution Satellite Imagery (HRSI)**

The Agency will procure raw stereo satellite imagery of best possible resolution. The GCPs established using DGPS will be post pointed on the imagery to improve accuracy of geo-referencing. Survey / Re-Survey is to be carried out after feature extraction followed by ground truthing or alternatively, by loading on the ETS, the digitised (vectorised) musavi on the geo-referenced imagery and carrying out the Survey/Re-Survey.

Which-so-ever method is adopted linear accuracy < 25 cm is to be ensured.

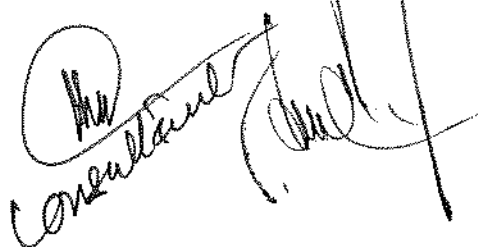
The Purpose of ETS and DGPS survey is as follows:

- i. Up-dation of Maps / Parcel which could not be updated by the Agency due to the non-availability/clarity of record.
- ii. Survey / Re-survey where required and ground truthing of the features captured from Satellite Image.
- iii. Fixing of Sehada stones as per specifications.
- iv. Geo-referencing of Ortho-Rectified Imagery by post pointing of GCPs for improving accuracy of registration of maps created after Survey / Re-Survey.

17.2.1 Specifications for the DGPS / ETS Survey for Parcel up-dation and Fixing of Sehada stone (village tri-junction pillars):

- i) Primary Grid of each 16 x 16 Km/ Tehsil Head Quarter spacing with observation time of 8 to 10 hours at each point has been completed.
- ii) Secondary Grid at 4 x 4 Km spacing with observation time of 4 to 6 hours at each point completed under the Project.
- iii) Tertiary Control Points at a distance of 1 km x 1 km spacing with 2 to 3 hours observation time and monumentation of each Sehada stone at village boundary to be established.

It may be noted that the lands under urban settlements and the lands of forest department are not to be covered in the process of Survey / Re-Survey and therefore, GCPs are to be provided accordingly. The raw data of GPS observations in the native


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format and RINEX format needs to be delivered along with the co-ordinates after post-processing and adjustments.

17.2.2 Setting up the Tertiary Ground Control Network

All the Control Points should be based on datum given below:

(i) Horizontal Control

Tertiary Ground Control points should be observed as triangular offsets. Single offset will not be allowed.

Schedule of observations: Observations for Tertiary GCPs should be carried out with proper mission planning. Observation time should be 2 to 3 hours.

(ii) Vertical Control

Single GPS offset up to 5 km from Secondary Vertical Control may be allowed for connection of GPS heights in WGS 84 datum to MSL heights.

However, such offsets should not be extended.

Auxiliary Control Points

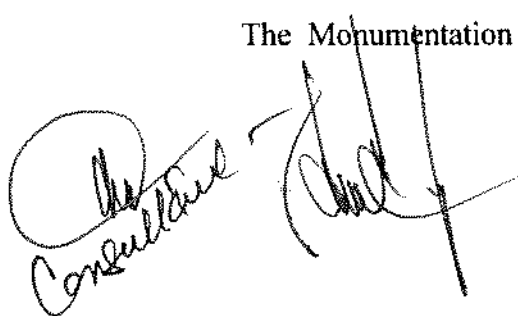
- i) **Best places for affixation:** Each monumented Tertiary Control Point shall be paired with one Auxiliary Control Point, which should be located on permanent structures like bridges, culverts, permanent building corners, etc. The Auxiliary Control Points should be within the line of sight from the Primary, Secondary and Tertiary Control Points.
- ii) **Densification:** There shall be one Auxiliary Point for each Tertiary Control Point, typically 200 m or more.
- iii) **Instrument:** Dual/Single-frequency GPS Receiver (as used for main control).
- iv) **Accuracy levels required:** Same as their respective Primary, Secondary and Tertiary Control Points.

Notes:

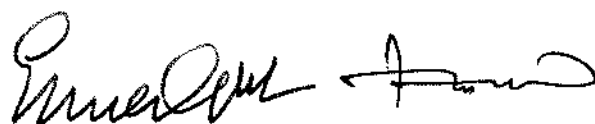
- 1) The co-ordinate list and description of the location of all the Control Points shall be submitted to the Agency (JaKLaRMA). The locations and IDs of all the Control Points should be maintained in GIS form.
- 2) The co-ordinate list should be supplied both for geodetic system (Lat/Long) and Projected System – Universal Traverse Mercator, i.e., the UTM projection of the respective zone.
- 3) In case a village tri-junction has not been marked and monumented by a Primary, Secondary or Tertiary Control Point, the same should be monumented as per the parameters.

17.2.3 Monumentation / Sehada (village tri-junction pillars)

The Monumentation of the surveyed points as per the specification mentioned



Handwritten signature and stamp of a consultant. The stamp is circular and contains the word "Consultant" in a stylized font. The signature is written over the stamp.



Handwritten signature.

above should be done by the Vendor. The Unique ID will be grooved over the steel plate which shall be fixed in the permanent structure. The selection of the location for the Monumentation shall be done in such a way that it does not get damage due to the movement of vehicle etc. The monument constructed shall be properly fenced/ protected.

- 17.2.4 It is proposed to set up a Virtual Reference Network (VRN) in the Union Territory of Jammu and Kashmir in near future and GCPs should be established accordingly. The Vendor will provide a good quality map which should contain only such monumented GCPs at secured places which can be used for this purpose.

17.2.5 Up-dation of the existing map / data in field:

The softcopy of the vectorised map created as per 6.1.4 above, the paper print of which has already been checked thoroughly by Agency will be overlaid on the geo-referenced HRSI and necessary extent of the imagery along-with this vector map, both in hard as well as soft-copy form are to be given to the Survey team for up-dation who will carry out the survey work using ETS. The HRSI and the map are loaded on the ETS which will be used as active files and the whole exercise of up-dation will be carried out in the presence of Settlement Team and land owners. The RoR data is also up-dated simultaneously. **It has to be ensured that IDs of parcels in the Spatial and non-spatial data are same.**

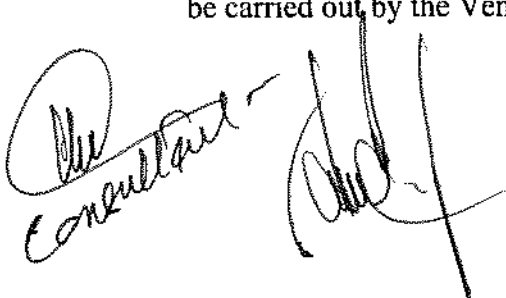
After ensuring that all updations are done, the data will be ported to the Computer Centre and a good quality print is generated by the Service Provider in the presence of authorized official who will certify it and the same will be verified by the Tehsildar or an authorised Revenue Officer. Final printout will be handed over to the Agency for its approval / authentication.

17.3 Registration of Village digital (vectorised) data using GCPs

The Village data to be superimposed over the geo-referenced ortho-rectified satellite image for up-dation of the land parcels and identification of the encroachments.

17.4 Process involved in Integration of spatial database with textual RoR data

- a) Each Parcel (Khasra) of land is represented on the digital map as a closed polygon. Each polygon is identified by a unique Parcel number & each Parcel is also referenced by this unique Parcel number. This provides a basis for integration of digital map data with the textual RoR data.
- b) The basic textual RoR database consists of several tables which provide information on ownership, land classification, etc.
- c) After integration of the textual and spatial RoR data, the digitized map may be shown on the computer, which indicates through colour codes depicting the plots which do not have a corresponding textual detail or Parcel number, or where the textual and spatial data (area) do not match each other. The corrections will have to be carried out by the Vendor with the help of revenue official/officer.

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d) Pedigree tables also need to be created in respect of all villages.

17.5 Grouping of Features contained in the Spatial Database

Vendor is required to group various features in different classes / coverage and that will be specified in the System Design Document which the selected Vendor will prepare and submit after signing the SLA based on the technical inputs from the Agency. Vendor will also provide a comprehensive coverage containing all Control Points, and similar important features.

17.6 Data set to be Topologically Complete

The final data set should fulfil the following criteria for all classes / coverage:

- i. Polygons are closed properly. No undershoots or overshoots are acceptable.
- ii. All linear features should conform to planarity requirement, i.e. all intersections are properly termed as nodes.
- iii. All Polygons have individual and unique label.

17.7 Training and Capacity Building

Vendor would provide suitable training to all the Tehsildars, Naib-Tehsildars, Qanungos and Patwaris of Revenue Department of the Union Territory of Jammu & Kashmir who are working at Tehsil Head Quarters or Patwar Halqas. The officials would be trained to operate upon ETS/DGPs independently. Vendor will also impart on-job training to the Settlement Patwaris or any other staff deputed for the job by the Agency to use the DGPS and ETS sets independently for field surveys. Workshops will be organised for senior officers to explain all necessary aspects of the Project.

18. Accuracy, Quality and Data Completeness

The Project will have well defined and set procedures for quality assurance of the database. The quality check (QC) procedures are both qualitative and quantitative. All coverage or hard copy maps submitted by the Vendor will have to go through the quality check procedure by JaKLaRMA before acceptance. The following aspects regarding quality assurance have to be adhered to by the Vendor:

- i. The quality assurance of the data will be carried out by JaKLaRMA.
- ii. This will include checks for topological correctness, unique feature coding, and completeness of data, naming conventions, accuracy and RMS errors.
- iii. The Quality Assurance Form duly filled in as per the specified format (it will be contained in the System Design Document) has to be submitted along with the soft copy data.
- iv. Data not complying with the standards and accuracy specifications will be sent to Vendor for corrections and will have to be re-submitted after carrying out necessary corrections.
- v. If the data complies with the quality assurance standards and error limits are in the prescribed range, the data will be accepted.

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- vi Quality assurance of database will be done within a specified time set by JaKLaRMA.
- vii. On sample basis, the geo-referenced files of individual villages and the mosaic will be digitally quality checked by JaKLaRMA. The Vendor will ensure submission of data / records as mentioned below :
 - a. Digitized maps (Musavis updated to current stage) on CD media as shape (.shp) files
 - b. Data base of digitized maps as database file.
 - c. The printouts on 1:1 scale on specified media have to be provided in the following manner for validation / checking:
 - o One printout of scanned Original map on 90 (or 100) GSM paper for validation (Revenue Scale/Paimana to be used for one to one checking)
 - o One printout of draft digitized (vectorised) Musavi, on 90 GSM paper for validation.
 - o Vendor may have to print more numbers till final corrections.
 - o Two prints of final digitized Musavi, one print on 170 GSM paper and another on 100 GSM paper for use in field during Survey / Re-survey (also refer point 3.2 of Financial Bid Format).
 - d. Scanned final maps with complete indexing on CD media.
 - e. Digitized maps should be linked with RoR which is already computerized and available in Client Server.
 - f. Final output should run on Systems of land records computerisation to be developed and made operational at Union Territory / District headquarters of Jammu & Kashmir. It should be made operational at all the Tehsil headquarters of the respective districts of the Union Territory.
- (viii) Bidders shall follow the rules, regulations, laws and policies / guidelines of the Government related to Land Records and Settlements. The missing or extra khasra nos. will be provided to the Vendor for correction.

18.1 Acceptance Test

The Agency will carry out the acceptance test for every deliverable. The Vendor has to arrange for demonstration of Digitisation & Updating of Cadastral Maps (Musavis) at their own level for undertaking the acceptance test on the date and time fixed by the Agency. All features as contained in this RFP will be demonstrated to the Agency in respect of Web-based Enterprise GIS to acceptance level.

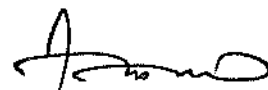
Quality assurance will comprise the following aspects:

1. (a) Positional Accuracy
2. (b) Attribute Accuracy
3. (c) Logical consistency
4. (d) Completeness
5. (e) Mosaicing of the maps



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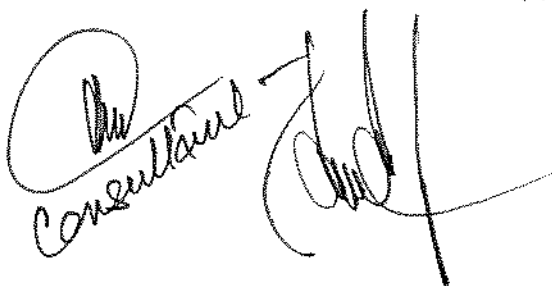
6. (f) Standardization of Spatial information data infrastructure
- 7.
8. The criteria and acceptance levels for various parameters are given below:
9.
 - File naming 100%
 - Directory structure 100%
 - Data readability 100%
 - Data structure 100%
 - Data format 100%
 - Topology 100%
 - Attribute correctness 99-100%
 - Attribute completeness 100%
 - Data mosaicing 98-100%
- At each step of the process, adopted for computerization and geo-referencing of the village map, quality check will be applied to ensure error free database generation.
10. However, the following major quality checks will be designed to ensure the project
11. objectives:
 - 12. • Quality check on merged product generation using satellite data
 - 13. • Quality check for Inventory and coding of the maps
 - 14. • Quality check on first hardcopy output
 - 15. • Quality check on softcopy of village maps
 - 16. • Quality check on final hardcopy output
 - 17. • Quality check on geo-referenced village maps
 - 18. • Quality check on mosaic of geo-referenced village maps
 - 19. • Quality check on final deliverables.
20. The following criteria for testing digital vector data for completion and accuracy may include, but not limit the number:
- 21.
22. (1). Physical Verification of test plot on tracing paper on random sample basis.
23. (2). Random checking of features, during which, not more than 10% of points
24. tested should be out by +/- 0.1% of the original map.
25. (3). Verification of topological correctness by actually constructing the topology.
26. (4). Verification of job requirements reflected in design document.
- 27.

The digital data failing to confirm these tests will not be accepted. Vendor shall be given an opportunity to rectify errors to the satisfaction of the Agency within a stipulated time, failing which the work order shall stand terminated. In such a case, the Agency reserves the right to get the work executed by another Vendor at the cost of defaulting party. DILRMP guidelines have to be referred.

Standards for data structure for integration with other data are to be followed.

During execution of work, the spatial as well as non-spatial data, when submitted by Vendor will have to be checked for quality as below, else the data will be deemed accepted:

Village-data acceptance : Within 4 days from the date of submission to Patwari /
GQ (after 100% check)

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- Niabat-wise acceptance : Within 7 days from the date of submission to Naib Tehsildar (after 50% check)
- Tehsil-wise acceptance : Within 10 days from the date of submission to Tehsildar (after 25% check)
- District-wise acceptance : Within 15 days from the date of submission to Regional Director/Settlement Officer (minimum 10% check)

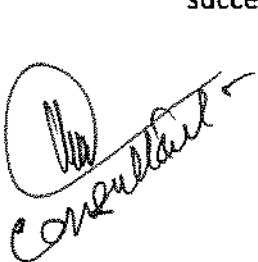

19. General Requirements

- i) Village boundaries are to be marked.
- ii) The (X, Y, Z) coordinates for the Control Points should be given in spherical coordinates (Geographic co-ordinates). Heights will be reduced to MSL by suitably connecting BMs which has been procured from SOI and provided to the Vendor.
- iii) Datum is to be taken WGS 84 and projection UTM. The Union Territory of J&K falls in two zones, namely, 43 and 44.
- iv) The Vendor should clearly mention the specifications of the instruments to be used to achieve the required accuracy. The Survey instruments should be technology-wise latest. The total station should have angular accuracy of 2" and distance accuracy of +/- 2mm. Also it must have the capability to upload active background maps, as the Agency will be providing ortho-rectified satellite imagery to the Vendor.
The DGPS to be used should have Static accuracy of 3mm +/- 0.1 ppm - For establishment of Primary & Secondary Control Points and at least 200 channels (to ensure the usage of new and latest technology available in this field) and all latest satellite constellations.
- v) Some baselines for calibration of the monumentation have been maintained at selected locations.
- vi) A sketch for each category of the Control Points shall be submitted, showing the location of the Control Points along with their description for easy identification.

20. Time bound completion of the work:

The timeline for end to end completion of work of 18 Districts and remaining work of Jammu and Srinagar District (as on the date of award of this contract) has been fixed to one year i.e, 52 weeks. To complete the project within the target date in a time bound manner the work is to be allotted to more than one vendor as per the parameters indicated below on the L1 rates: for each Technology

- a) Up to 50% work could be awarded to L1, the remaining 50% could be split among other qualified bidders in rational manner as per capacity and experience of the vendor(s) and taking into account the terrain and distance, remoteness of the area under survey. "Keeping in view the limited time available to complete the task of Survey/Re-survey of all the 20 districts of the UT on one go, the different districts could be clubbed into zones and different technologies of survey/re-survey could be applied in a mixed form within a zone, if required, to complete the task in a time bound manner" on L1 rates. The distribution of work among the qualified bidders is within the total discretion of the JaKLaRMA and shall not be disputed by any party.
- b) The terms and conditions laid down in the RFP shall be binding upon all the successful bidders.


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21. ROLES AND RESPONSIBILITIES

21.1 Roles and Responsibilities of the Vendor

1. Vendor will ensure that the digital vector data is accurate and complete, as per the requirement detailed out in the bid document.
2. To keep liaising with Land Records and Settlement officials (District / Tehsil) to study the whole system related to the cadastral maps and Jamabandi etc. and submit 'System Design Document' to the Agency within 4 weeks from the date of the award of contract.
3. Identification of System Design Document requirements by the Agency which will have to be incorporated in the document during implementation of the project.
4. To identify requirements across Land Records (District/Tehsil) and to help to digitize the cadastral maps in generic manner so that the same can be used by all the concerned offices across the state.
5. To impart satisfactory training to users by solution provider (the Vendor) after installing and commissioning the software. All necessary changes, suggested during training and implementation will be incorporated in the project.
6. To prepare Technical Documents as well as User Manuals for all activities Including Survey / Re-survey, digitisation of cadastral maps and its linking with textual data.
7. Project will be deemed to be completed after establishing the completeness of the work in all respects as per the laid down standards of accuracy.
8. Completion of the work is defined as accomplishment of all intended features and the logical grouping, as specified in the bid/ design document.
9. Accuracy is defined in terms of positional correctness, digital vector data and Topological completeness, subject to various tolerance limits, as specified in design document
10. After successful implementation of project, Vendor will handover Technical document as well as user manuals for the digitized maps, all their copyrights shall be the sole property of the user Agency i.e., Agency of Govt. of Jammu & Kashmir.
11. All features as contained in this RFP will be demonstrated to the Agency in respect of Web-based Enterprise GIS to acceptance level and it has to be made operational in respect of all Niabats / Tehsils of the 9 districts.
12. Vendor will ensure that the digital vector data and all Land Records are generated using licensed versions of the software and are accurate and complete, as per the requirement detailed out in the work order. Even, if an error is detected at later stage after the project period, but during the maintenance period, the Vendor will carry out the correction.
13. Vendor will give an undertaking that integrity, secrecy and security of data shall be maintained. Vendor will hire suitable accommodation for installing the computer systems for carrying out various activities, such as, Data entry, post-processing of Survey data etc. All the necessary hardware/software, LAN connectivity, UPS, etc. would be done by the Vendor to suit requirements. If approached, space can be made available by the Agency, subject to availability on chargeable basis. However, all the aforesaid ancillary work will be carried out by Vendor.

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21.2 Roles and Responsibilities of User Agency

- 1 JaKLaRMA under Agency, Govt. of Jammu & Kashmir will constitute a High Power Committee for monitoring the project activities and its implementation.
- 2 Facilitate liaison of JaKLaRMA/Vendor with identified offices of the Union Territory.
- 3 Existing RoR/ Jamabandi record / Data should be provided in compatible format for linking with the digital cadastral maps.
- 4 Regular review of the progress of work carried out by JaKLaRMA/ Vendor.
- 5 Convene/facilitate the Public validation process and deploy representative (s) for accompanying the Vendor during Public validations.
- 6 To supply the existing Musavis and other records to Vendor.
- 7 Agency will ensure return of the updated copy of the Musavis to the Vendor agency for digitisation in defined time frame.
- 8 To conduct field verifications of updated Musavis as provided by Vendor.
- 9 To bring about legal changes wherever required enabling updating of records as per ground reality/field validation.
- 10 Respective DCs of various districts may be designated as the Nodal Officers for the project who would make available the Musavis and other related information, arrange to make updation as per Shajra maps through Patwaris and validate / authenticate the maps. He may in turn form Tehsil-wise Technical Core Groups headed by Tehsildar for smooth-functioning of the project.
- 11 Continuous supply of cadastral maps, updation and validation of the digitized maps through individual village Patwaris should be ensured by the Nodal Officers within the specified time limits to avoid delays in the schedules.
- 12 One Qanungo and one Patwari of the concerned District would be required to be deputed at JaKLaRMA for the project period to assist with regard to understanding the cadastral system and its terminologies, reading of Musavis , language etc.
- 13 Quality of the output will depend on the input map provided. Hence, the cadastral maps should be of good quality as far as possible.
- 14 District administration may be required to provide the logistic support to the visiting Executive Officers in the field.
- 15 District administration will furnish necessary data, information and documents and other materials related to the work.
- 16 JaKLaRMA will provide all support where-ever and whenever required.

21.3 Roles and Responsibilities of JaKLaRMA (the Agency)

- 1 Being a nodal agency of the Union Territory Government for Management of Land Records, JaKLaRMA will execute this project up-to the end through outsourcing to the service provider.
- 2 JaKLaRMA will arrange funds from Govt. of India as well as from Union Territory Government for outsourcing of the work defined in the RFP document and for purchase of GCPs from Survey of India (SOI) and High Resolution Satellite Imageries (HRSI) from NRSC, wherever required. The User Agency will arrange timely procurement of GCPs from SOI and Satellite Imagery from NRSC. The Vendor shall not be held responsible for any delay in procurement, as the same will have impact on time-lines.
- 3 JaKLaRMA will interact with High Power Committee constituted by the Govt. during the entire Project implementation cycle.



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- 4 Financial Commissioner, Revenue & Ex-Officio Chief Executive Officer, JaKLaRMA will constitute an empowered team (headed by Commissioner, Survey and Land Records, Ex-Officio Project Coordinator of the Project) for execution and monitoring of the project activities and its implementation.
- 5 Vendor will interact with this team during the entire project implementation-cycle.
- 6 Approval of the System Design Document submitted by the Vendor for digitisation of the cadastral maps and linking of the spatial data with textual data along-with other activities within the scope of the project.
- 7 Processing and payment of the bills submitted by the Vendor without un-necessary delay.
- 8 To check and verify the quantity and quality of the work and authentication of the deliverables to be supplied by the Vendor within specified timeframe.

22 TERMS AND CONDITIONS

22.1 Performance Bank Guarantee

The Vendor(s) must submit a Performance Bank Guarantee for this project till commissioning of this Project from any Nationalized Bank @20% of Gross Bid Value in the name of CEO, JaKLaRMA for a period of 12 months as per the format given at "Annexure VI" within 15 days of the signing of Agreement. Thereafter, separate Performance Bank Guarantee @30% as per format given at "Annexure VI" will be submitted for a period of 2 years, 2 months prior to the expiry of previous Performance Bank Guarantee.

Gross Bid Value will be re-worked/re-calculated in case work is to be allotted to more than one vendors. Allotment of districts to selected vendors will be the sole discretion of the Agency.

22.2 Payment Terms

JaKLaRMA, Govt. of Jammu & Kashmir will release payments for the entire services rendered as per calculations given in the table below:

S. No. K-Key Events	Event	Completion Date	Payment % of total Contract Value
K1	Preparation of System Study and Design Document (SDD) (including Hardware, System software to be used during data entry and survey operations, Data Model Structure, Data Security, Data Migration Strategy and Data Backup Strategy).	T+4 WEEKS	Nil
K2	Provision of Tertiary GCPs in the allotted districts including monumentation. [District-wise break-up]	T+ WEEKS	10% of Contract Value (As per District- wise break-up)

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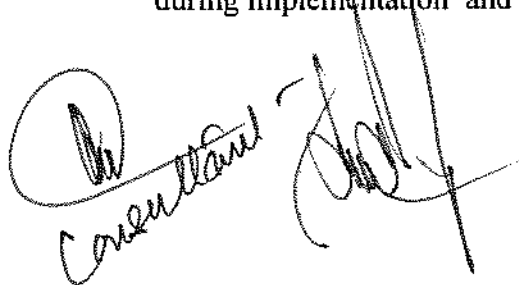
K3	1. Digitisation (Vectorisation and Geo-Referencing) of current serving Cadastral maps, Data Entry of updated RoR. 2. Survey / Re-survey and Updation of the Survey & Settlement Records (including ground truthing) using the modern technology. Integration of non-spatial and spatial data. 3. Training of Technical Field Staff at each Tehsil.	T+ WEEKS	30% of Contract Value (Proportionately as per the Tehsil-wise breakup)
K4	Verification and Final User Acceptance Test of Project (District-wise breakup)	T+ WEEKS (District-wise)	20% of Contract Value (Proportionately as per Tehsil-wise break-up)
K5	(a) Up-loading the spatial and non-spatial data (district-wise) into the systems as per the requirements of the Web-based Enterprise GIS for commissioning of the Project. (b) Preparation of mosaics and creating administrative unit-wise maps with imagery in the background.	T+ WEEKS	20% of Contract Value
K6	Maintenance and Operational Support for the Project for two years (At the start itself but on submission of PBG)	K5+2 years	20% of Contract Value, against Performance Bank Guarantee (PBG) of 30% of total contract value for a period of 2 years after K5.
*T-Date of signing SLA with Vendor		*K-Key EVENTS	

Note : Number of Weeks to be entered by the Vendor(s) in the above table. In case the work is allotted to more than one successful vendor, the above table will be completed and resubmitted by the respective vendors keeping in view the work allotted.

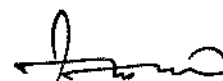
22.3 Penalty

(i) Vendor(s) is/are supposed to achieve the milestones in the specified time frame. Non-adherence to the specified time frame will attract penalty @ 0.5% of Gross Bid value per week but not exceeding 5% of the contract value of the work in the form of forfeiture of the amount of Performance Bank Guarantee or Demand Draft duly deposited. Maximum delay allowed is 60 days and in case delay exceeds 60 days the Agency can terminate the contract.

(ii) Subsequent changes recommended by Government of Jammu and Kashmir during implementation and maintenance phase and after development phase, including

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AMC will have to be carried out by the Vendor(s), non-adherence will attract penalty @ 0.5% per week.

(iii) Penalty shall also be imposed as follows for inaccuracy / errors detected during checking of work:

S No.	Number of errors (in Maps/Records data)	Penalty (in % of the Bid Amount of concerned activity)
1	Less than 15	No Penalty
2	15-25	5%
3	25-35	8%
4	35-50	10%
5	>50	15%

Cadastral Maps (Musavis / Shajras) should be returned immediately after digitisation / vectorisation of the same. In case of damage of the Musavi / shajra, penalty would be imposed by Government of Jammu & Kashmir as elaborated in SLA.

22.4 Order Cancellation


CEO of JaKLaRMA, Govt. of Jammu & Kashmir reserves the right to cancel the order in the event of one or more of the following situations:

(a) If any batch of job/ services performed & software copies/ CDs/ Hardware copies carrying digital data do not match with approved specifications or approved samples and found inferior in quality, the entire lot will be rejected and no payment will be made for such a supply. Such items will have to be taken back by the Vendor at its own risks and cost. No payment will be made for unsatisfactory jobs/ services and contract is liable to be cancelled along with forfeiture of Performance Bank Guarantee.

(b) If there is delay in submitting the deliverables and all related services beyond the stipulated period. The JaKLaRMA, shall have the right to inspect the work or get it inspected by his representative or any authorized officer at any stage. The JaKLaRMA, reserves the right to inspect, the process of the digitisation, indexing, storing methodology and the equipments during the contract period at any time. The Vendor shall provide all possible information and extend such cooperation as desired by the inspecting authority of the Agency during the inspection of work. In case, the Inspecting authority finds that the services and the equipments used are adversely affecting the quality of work, the Agency reserves the right to treat this as an act of breach of Contract. As a result, the Contract shall be terminated at the expenses of the Vendor.

(c) Delay in Project as per the agreed project timelines.

In addition to the cancellation of Contract, JaKLaRMA, reserves the right to levy appropriate damages and deduct from the earnest money deposit (EMD) given by the Vendor or forfeit the Bank Guarantee given in lieu of performance guarantee. The

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Agency also reserves the right to get the work executed by another Vendor at the cost of defaulting Vendor.

22.5 Non-Disclosure Agreement

The successful Vendor has to execute confidentiality agreement incorporating that any data/information which will be handled/ shared will be kept in strict confidence and neither the Vendor or its associates or channel partners or Vendor's employees part with the data/information in any form to anybody without prior written consent of the JaKLaRMA.

22.6 Data Security

The Vendor should ensure security (both physical and logical) to protect Agency's data by incorporating standard security measures both in field and in Data Centres. Non-compliance will attract stringent action.

22.7 Termination of the Contract

JaKLaRMA, (Jammu & Kashmir) reserves the right to terminate the entire and / or part of the Contract by giving one month notice in writing.


22.8 Indemnity

Vendor has to indemnify JaKLaRMA, against any claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from any proceedings initiated against the Agency for any deficiency in services related to Project provided by the Vendor during the period of Contract.

22.9 Force Majeure

The Vendor(s) shall not be liable for forfeiture of its Performance Bank Guarantee, Liquidated Damages or Termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the Control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity or either in fires, floods, strikes, lock outs and freight embargoes.

If a Force Majeure situation arises, the Vendor(s) shall promptly notify the JaKLaRMA, in writing of such conditions and the cause thereof within three calendar days. Unless otherwise directed by the Agency, the Vendor(s) shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Notwithstanding above, the decision of the Agency shall be final and binding on the Vendor(s).



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22.10 Publicity

Any publicity by the Vendor in which the name of JaKLaRMA, Jammu & Kashmir is to be used should be done only with the explicit written permission of the Agency.

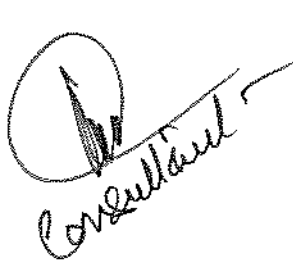
22.11 Service Level Agreement (SLA)

Vendor(s) would be required to enter into a Service Level Agreement, format enclosed as Annexure X, with JaKLaRMA, (the Agency) at the mutually agreed terms within three weeks from the date of issuance of Letter of Award. In case the SLA is not executed within the said stipulated period, the Agency will be at liberty to forfeit the EMD and next lowest bidder as per Financial bid will be invited to sign Service Level Agreement.

Any modification to the existing RFP which includes proposed amendments till the date of final bid will form part of SLA. However, any deviation from / modification of any Clause will be at the sole discretion of the Agency.

22.12 Resolution of Disputes

The Agency and the Vendor(s) shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract. If after thirty days from the commencement of such informal negotiations, JaKLaRMA, Jammu & Kashmir and the Vendor(s) are unable to resolve amicably a Contract dispute; either party may require that the dispute be referred for resolution by formal arbitration. All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the JaKLaRMA Agency of Revenue, Dept. Govt. of Jammu & Kashmir and the other to be nominated by the Vendor(s). In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The arbitration and reconciliation act 1996 shall apply to the arbitration proceedings and the venue and jurisdiction of the arbitration shall be in the Union Territory of Jammu & Kashmir.



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Annexure I

Pre-qualification of Bid (Checklist)

	Item	Complied (Yes/ No)	Document attached (Yes/ No)
1	Covering Letter		
2	All pages of bid are numbered, signed by authorized signatory and bids are sealed properly in three envelopes		
3	Proof of authorised signatory (Power of Attorney/ Board Declaration)		
4	EMD and Draft for RFP cost (if not paid already)		
5	CVs of Key Resources proposed, Details on the total number of Resources proposed and 'Resource Deployment Plan' given as part of Technical Bid		
7	Bid submitted as per Clause 3, Instructions to Prospective Bidders		
8	Turnover (Balance Sheets have been attached) (Qualification Criteria – Clause 3.2.2)		
9	Lists of Agencies/ Offices where digitisation (Vectorisation) of maps have been done along with the successful implementation certificate obtained from the Heads of these offices		
10	Details of Infrastructure as per Clause 8.1.2		
11	The proposal / Bid is responsive and meets all conditions specified under Clause 6.2.3		


Note: The Bidder should submit the above Checklist, compliance being important criterion. This is to be submitted in a separate envelope as mentioned under clause 13.2.


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Annexure-II**Technical Bid - Evaluation Form***(To be used by the Evaluation Committee / Board)***Name of the Company:**

Item Code	Parameter	Evaluation Criteria	Maximum Marks	Points Scored	Remarks
1	Relevant Experience of the Bidder	a) Must have successfully implemented cadastral map digitisation (Vectorisation), GIS based work on High Resolution Satellite Imagery (HRSI), LiDAR Spatial data integration for: [30] (i) 1000 villages – 15 Marks (ii) 5 additional marks for every 500 villages upto maximum of 25 Marks (Successful Completion certificate from the State/UT Revenue Authority not below the rank of Director/Settlement Officer) b) Financial strength, capacity of firm : [10] Turnover 20 Crores : 6 marks 21-50 crores additional 2 marks >50 crores additional 2 marks c). Cadastral experience in hilly terrain in any state /UT with minimum of 50 villages:: [6] d). Resources to handle data entry in Urdu : [4]	60		
2	-	(a)Corporate Social Responsibility (CSR) performances : [5] (b) ISO 9001-20000 certificate : [5]	10		


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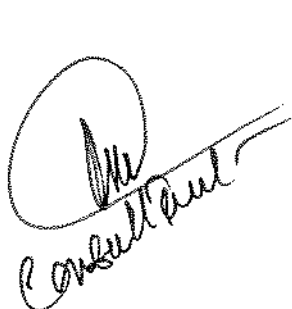


3	Key Personnel (minimum 50 personnel required)	a). Experience and competence of the Key staff for the assignment: [3] b). Experience, competence and hands-on experience of the Team Leader in execution and co-ordination of such projects: [3] c). Profile and Experience of Key Staff in man years on similar MIS/GIS projects : [4] d). Extent of on-site commitment/engagement of the key staff for the project Senior Cadastral Executive Officer/Engineer-cum-Team leader : [1] Software Engineer: [2] Revenue officer, Surveyor, Documentation officer: [2]	15		
4	Evaluation Committee observation after presentation	Technical Presentation covering capabilities of the organisation, Approach and methodology, understanding of ToR, implementation plan including time-lines for this project (Hard Copy of Technical Presentation to be submitted): [25]	15		
		G. Total	100		

Notes:

- A. The Bidder(s) scoring 70 marks or higher shall be eligible for opening of financial bid.
- B. In the case of Consortium, Financial Capacity and past experience can be based on any of the Consortium members. However, proper agreements and documentation should be submitted as part of the proposal.

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Annexure-III
FINANCIAL BID FORMAT

Name of the Company:

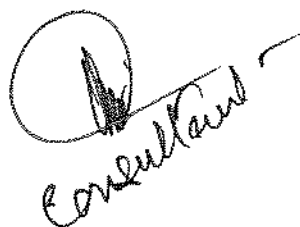
Component-wise break-up of prices is as follows:

S. No	Job / Work	Unit	Quantity	Amount in Rs. Per unit	Total Amount
1.	System Study and Design Document				
2.	Digitisation (Vectorisation) of current serving Cadastral maps				
2.1	Digitisation (vectorisation) of current serving cadastral maps /musavis. This will include digitisation (vectorisation) of boundary of Survey nos. (Khasra) and placing some textual info, such as, Khasra No., Area etc. The vectorised data to be placed in separate layers as per prescribed structure. Administrative boundaries of villages with pillars, point details, adm. names etc. will also be included. Thereafter, taking a print of each Musavi on 100 GSM paper for one to one checking /correcting. Provide the corrected digital data on CD for use during Survey/Re-survey.	Musavi	Number of Musavis in the 20 districts : 1. Kathua= 529 2. Poonch= 178 3. Udhampur= 394 4. Doda=400 5. Ramban=173 6. Ganderbal=139 7. Baramulla=544 8. Anantnag=395 9. Pulwama=343 10. Samba= 381 11. Rajouri=387 12. Reasi =259 13. Kishtwar =156 14. Bandipura =125 15. Budgam=506 16. Kupwara =385 17. Shopian =232 18. Kulgam =271 19. Jammu = 915 20. Srinagar = 137		
2.2	Taking one print of the corrected digitised (vectorised) musavi on 170 GSM.	Musavi	Number of Musavis in the 20 districts : 1. Kathua= 529 2. Poonch= 178 3. Udhampur= 394 4. Doda=400 5. Ramban=173		

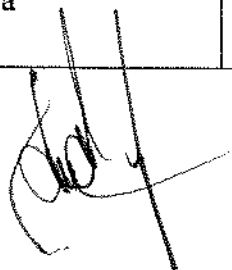
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			6. Ganderbal=139 7. Baramulla=544 8. Anantnag=395 9. Pulwama=343 10. Samba= 381 11. Rajouri=387 12. Reasi =259 13. Kishtwar =156 14. Bandipura =125 15. Budgam=506 16. Kupwara =385 17. Shopian =232 18. Kulgam.=271 19. Jammu = 915 20. Srinagar =137		
3.	Data Entry / Re-Entry / Conversion of all textual Records				
3.1	Data Entry of all updated Jamabandi / RoR and other textual data as per prescribed coding scheme and structure. Non-Spatial (RoR data etc.) data is to be delivered in MS Access format (latest version for databases). This MS Access database is to be ported to appropriate Central GIS database supported by Web-based Enterprise GIS. The HW for Computer Centres at various levels and connectivity issues shall be catered by the Agency, as per requirement.	Parcel (khasra no.)	Number of parcels in the 20 districts, namely:- 1. Kathua=473100 2. Poonch=215496 3. Udhampur= 338632 4. Doda=278553 5. Ramban=238309 6. Ganderbal=69500 7. Baramulla=571237 8. Anantnag=301919 9. Pulwama=240100 10. Samba=203140 11. Rajouri =335723 12. Reasi =181300 13. Kishtwar =109200 14. Bandipura=85500 15. Budgam=254000 16. Kupwara =269500 17. Shopian =162400 18. Kulgam.=189700 19. Jammu = 685858 20. Srinagar =68500		
3.2	Data Conversion to desired format of already entered RoR and textual data	Villages	Number of villages in the 20 districts namely: 1. Kathua= 529 2. Poonch= 178		



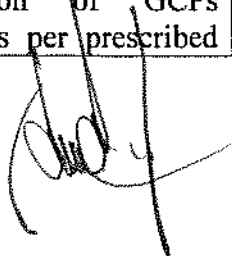
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			3. Udampur= 394 4. Doda=400 5. Ramban=173 6. Ganderbal=139 7. Baramulla=544 8. Anantnag=395 9. Pulwama=343 10. Samba= 381 11. Rajouri=387 12. Reasi =259 13. Kishtwar =156 14. Bandipura =125 15. Budgam=506 16. Kupwara =385 17. Shopian =232 18. Kulgam.=271 19. Jammu = 915 20. Srinagar = 137		
4.	Survey/Re-survey and updation of the survey & settlement records (including ground Control network and ground truthing) using aforementioned modern technology.				
4.1	Establishment of Tertiary Ground Control Points (GCPs) for Survey / Re-Survey, Geo-referencing of High Resolution Ortho-rectified Satellite imagery for improving accuracy. The GCPs should be established on each and every Sehada stone and one or two Locations within village/ musavi boundary, at least two GCPs in every village should be inter-visible. The GCPs network (Tertiary should be established in 18 districts of the UT using dual frequency DGPS as per technical guidance in ToR.	Ground Control Point (Tertiary)	GCPs (Tertiary) Approx. number of Control Points: Tertiary = 15492		
4.2	Monumentation of GCPs (Tertiary) as per prescribed	Ground Control	Number of Control Points:		




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	specifications / standards mentioned in the ToR	Point	(Tertiary) = 15492		
4.3	<p>Satellite data preparation as per ToR requirement and geo-referencing including</p> <p>(a) processing of HRSI (stereo) for creation of ortho-rectified images</p> <p>(b) extraction of details, such as, parcel boundaries (village-wise) to serve as Chuminda or may be used for ground truthing.</p> <p>(c) (Also refer Note (3) at the end of this FINANCIAL BID FORMAT – ANNEXURE III.)</p>	District	<p>Satellite Imagery of the 20 districts namely:</p> <ol style="list-style-type: none"> 1. Kathua 2. Poonch 3. Udhampur 4. Doda 5. Ramban 6. Ganderbal 7. Baramulla 8. Anantnag 9. Pulwama 10. Samba 11. Rajouri 12. Reasi 13. Kishtwar 14. Bandipura 15. Budgam 16. Kupwara 17. Shopian 18. Kulgam. 19. Jammu 20. Srinagar 		
4.4	Overlaying of digitized (vectorised) Musavis data on geo-referenced ortho-rectified imagery for loading on the ETS.	Village	<p>District-wise number of villages in the 20 districts namely:</p> <ol style="list-style-type: none"> 1. Kathua=529 2. Poonch=178 3. Udhampur=394 4. Doda=400 5. Ramban=173 6. Ganderbal=139 7. Baramulla=544 8. Anantnag=395 9. Pulwama=343 10. Samba=381 11. Rajouri =387 12. Reasi=259 13. Kishtwar=156 14. Bandipura=125 15. Budgam=506 		

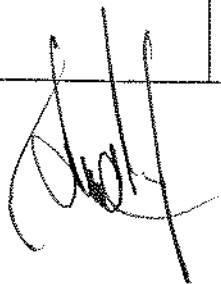
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			16. Kupwara =385 17. Shopian=232 18. Kulgam=271 19. Jammu = 20. Srinagar =		
4.5	Survey of village using  (The imagery and digitized map as per 4.4 above are to be loaded on the ETS having angular accuracy of minimum 2 seconds).	Sq. km.	Area to be surveyed in the 20 districts (in Sq. Km.) namely 1. Kathua=2651 2. Poonch=1144 3. Udhampur=2793 4. Doda=1878 5. Ramban=1138 6. Ganderbal=259 7. Baramulla=1095 8. Anantnag=2021 9. Pulwama=608 10. Samba=831 11. Rajouri=2534 12. Reasi =831 13. Kishtwar =1094 14. Bandipura=343 15. Budgam=778 16. Kupwara =66 17. Shopian =368 18. Kulgam=476 19. Jammu = 20. Srinagar =		
4.6	Integration of Spatial Data (Musavis etc. already generated) and the textual (RoR) data	Sq. Km.	Area to be surveyed in the 20 districts (in Sq. Km), namely; 1. Kathua=2651 2. Poonch=1144 3. Udhampur=2793 4. Doda=1878 5. Ramban=1138 6. Ganderbal=259 7. Baramulla=1095 8. Anantnag=2021 9. Pulwama=608 10. Samba=831 11. Rajouri=2534 12. Reasi =831		



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			13. Kishtwar =1094 14. Bandipura=343 15. Budgam=778 16. Kupwara =66 17. Shopian =368 18. Kulgam=476 19. Jammu = 1701 20. Srinagar = 117		
4.7	For villages where records / data not available, fresh records to be generated after survey.	Sq. km.	Area to be surveyed in the 20 districts (in Sq. Km), namely; 1. Kathua 2. Poonch 3. Udhampur 4. Doda 5. Ramban 6. Ganderbal 7. Baramulla 8. Anantnag 9. Pulwama 10. Samba 11. Rajouri 12. Reasi 13. Kishtwar 14. Bandipura 15. Budgam 16. Kupwara 17. Shopian 18. Kulgam. 19. Jammu 20. Srinagar		
4.8	Printing of each draft Musavi sheet after Survey / Re-Survey on 1:1000 Scale (for verification, including those villages where fresh survey will be carried out)	Musavi	Number of musavis in the 20 districts : 1. Kathua= 529 2. Poonch= 178 3. Udhampur= 394 4. Doda=400 5. Ramban=173 6. Ganderbal=139 7. Baramulla=544 8. Anantnag=395 9. Pulwama=343 10. Samba= 381		

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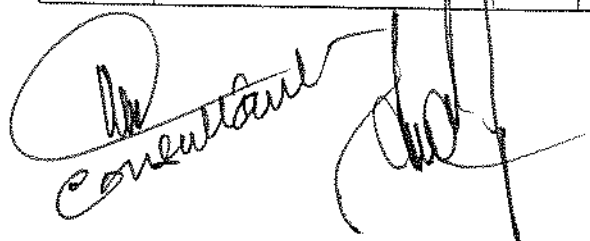
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			11. Rajouri=387 12. Reasi =259 13. Kishtwar =156 14. Bandipura =125 15. Budgam=506 16. Kupwara =385 17. Shopian =232 18. Kulgam.=271 19. Jammu = 0 20. Srinagar = 0		
4.9	Printing of each final Musavi sheet in two copies after verification / validation, on 1:1000 Scale, one copy on 100 micron polyester matt film and second copy on 170 GSM paper (including those villages where fresh survey will be carried out).	Musavi	Number of musavis in the 20 districts : 1. Kathua= 529 2. Poonch= 178 3. Udhampur= 394 4. Doda=400 5. Ramban=173 6. Ganderbal=139 7. Baramulla=544 8. Anantnag=395 9. Pulwama=343 10. Samba= 381 11. Rajouri=387 12. Reasi =259 13. Kishtwar =156 14. Bandipura =125 15. Budgam=506 16. Kupwara =385 17. Shopian =232 18. Kulgam =271 19. Jammu = 20. Srinagar =		
4.10	Merged village map by mosaicing sheets / Musavis in soft copy form along with A0 size paper print on a suitable scale.	One sheet per village	Number of villages in the 20 districts : 1. Kathua= 529 2. Poonch= 178 3. Udhampur= 394 4. Doda=400 5. Ramban=173 6. Ganderbal=139 7. Baramulla=544 8. Anantnag=395 9. Pulwama=343		

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Emergent

			10. Samba= 381 11. Rajouri=387 12. Reasi =259 13. Kishtwar =156 14. Bandipura =125 15. Budgam=506 16. Kupwara =385 17. Shopian =232 18. Kulgam.=271 19. Jammu = 20. Srinagar =		
4.11	Mosaiced Tehsil and District maps in softcopy form along with a print on A0 size paper.	One Sheet Per Tehsil	Number of Musavis in Tehsils of the 20 districts : 1. Kathua=11 2. Poonch=6 3. Udhampur= 8 4. Doda=17 5. Ramban=8 6. Ganderbal=6 7. Baramulla=17 8. Anantnag=12 9. Pulwama=8 10. Samba =6 11. Rajouri =13 12. Reasi =9 13. Kishtwar=11 14. Bandipura =7 15. Budgam=9 16. Kupwara =14 17. Shopian =7 18. Kulgam.=7 19. Jammu = 20. Srinagar =		
5.	Uploading of data of 20 districts generated under the Project on web-based GIS (Cadastral Information System) already developed.	Data per district	Number of districts = 20		
6.	Training of Technical Field Staff and Database AMC at each Tehsil				
6.1	Annual maintenance support	Two GIS	Number of districts = 20		



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	for 2 years. At least 2 GIS specialists should be provided for technical support at each district head quarter. Training of minimum 50 persons and 20 Master Trainers for the 20 districts. Preparation of User Manuals is the responsibility of the Service Provider.	Specialists per district			
	Total (excluding tax)				
Total	Total (including all taxes and duties)				
	Gross Value of Bid, inclusive of taxes and duties				

Notes :

- (1) The number of musavis/ cadastral maps for vectorisation, number of khasras (parcels), number of GCPs Tertiary Points, area in Sq. Km. are only indicative. Payment will be made on actual basis.
- (2) It is re-iterated that under DILRMP, 18 districts, namely, 1.Kathua 2. Poonch 3. Udhampur 4. Doda 5. Ramban 6.Ganderbal 7. Baramulla 8. Anantnag 9. Pulwama 10.Samba 11. Rajouri 12. Reasi 13. Kishtwar 14. Bandipura 15.Budgam 16. Kupwara 17. Shopian 18. Kulgam are to be taken up for end-to-end implementation of the Project and remaining work of Cadastral Survey of District Jammu & Srinagar as on the date of award of this contract.
The scope of the present RFP is primarily limited to aforementioned works of the Districts.
- (3) The ortho-rectified geo-referenced imagery will be used for reference and preparing mosaics by overlaying updated maps over this imagery after validation and acceptance. In case HRSI data is not available, use of LiDAR for conducting Survey/Re-Survey may be explored.

The Financial Proposal, shall include the 'Contract Value' for the purpose of releasing payments of the activities, as per Payment Terms under Clause 22.2. Payment for the aforesaid activities shall be made against work done on production of invoices / bills to the Agency. In case work is allotted to more than one vendor, then Contract Value will be re-worked / re-calculated depending on the districts allotted which is the sole discretion of the Agency.

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FINANCIAL PROPOSAL / BID
(Covering Letter)
(On Applicant's letter head with Date and Reference)

The Chief Executive Officer
JaKLaRMA
Govt. of Jammu & Kashmir,
Jammu.

Subject: Appointment of Service Provider for "Modernisation of Land Records" (Including Establishment of Tertiary Ground Control Points, Data Entry, Digitisation (Vectorisation) of Cadastral Maps, Survey/Re-Survey, Integration of Spatial and Non-Spatial Data, under the DILRMP Scheme in the Union Territory of Jammu & Kashmir.

Reference:

Dear Sir,


I/We, _____ (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Vendor for the subject Project.


I/We agree that this offer shall remain valid for a period of 180 (One Hundred Eighty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory with date)

Note: The Financial Proposal is to be submitted strictly as per forms given as Annexure to this RFP.


Consultant





Annexure-IV

Award of Order (Refer Clause 7.3 and Clause 20)

The final score used for calculating the most responsive bid shall be calculated based on a Lowest Cost Based System (LCBS) evaluation.

A Table will be prepared wherein vendors are to be listed as L1, L2, L3, L4 and so on, as per their financial score, as mentioned below:

Sr No	Bidders	Marks Scored by the bidder	Rank of bidder
1.			
2.			
3.			
4.			

Notes :

(1) In view of the constraint that all the 20 districts are to be completed in all respects within one year, work may be allotted to more than one qualified vendors. However, next vendor(s) is/are to be selected in the order of their ranks, but the rates quoted by the highest ranked (with lowest quoted price) selected bidder, L1, who accepts to take up the work, will apply.

(2) Allotment of districts to the selected vendors is the sole discretion of the Agency which will be judiciously done keeping in view the technical and financial capacity of the vendors, type of terrain and approachability of the region. However, the decision of the Agency in this regard will be firm and final.

(3) In case the work is allotted to more than one vendors, Gross Bid Value will be re-calculated for all the vendors depending on the districts allocated to them for calculating Performance Bank Guarantee and Mobilisation Advance etc..


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Annexure-V

(Manpower Details)

Name of the Company:


Note: - Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

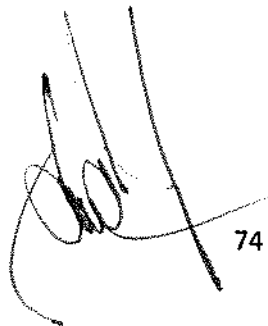
S. No.	Name	Designation	Qualification	Experience (in years)	Date of Employment with Company
1					
2					
3					
4					
5 ...					

Date: _____

Seal & Signature of the Vendor

Place: _____


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Annexure VI

(Format for Performance Bank Guarantee)

The Chief Executive Officer
JaKLaRMA
Govt. of Jammu & Kashmir,
Jammu.

Sub : Performance Bank Guarantee

1. Whereas M/s _____ (hereinafter called "Service Provider") has to undergo "PROJECT NAME _____" Project implementation assignment as per agreement dated _____ signed between _____ on behalf of _____ (hereinafter called "Client").

2. NOW THEREFORE KNOW ALL THE MEN THESE PRESENTS THAT WE, _____ having its Head Office at _____ (hereinafter called "the Bank") are bound up to the "Client" in the sum of Rs. _____ (_____) for which payment will and truly to be made to the "Client", the Bank binds itself, its successors and assignees these presents.


3. "The Bank" further undertakes to pay to the "Client" upto the above amount on receipt of its first written demand, without the "Client" having to substantiate its demand. The Client's decision in this regard shall be final and shall not be called upon to question under any circumstances. The Bank Guarantee will remain in force upto _____. However, its validity can be got extended before _____ solely at the instance of the "Client". This Clause shall remain valid notwithstanding anything else contained to the contrary in the document.

4. Our liability under this guarantee is restricted to _____ (_____) and it will remain enforced upto _____ unless a demand in writing is received by the bank on or before _____, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all the liabilities there under.

5. Sealed with the Common Seal of the said Bank this _____ day of _____ 2020.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ Day of _____ 2020.

For Bank _____
Witness _____
Signature _____
Name _____
M/s _____


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Annexure VII

**DECLARATION REGARDING ACCEPTANCE OF TERMS & CONDITIONS
CONTAINED IN THE RFP DOCUMENT**

Date: _____ 2020

The Chief Executive Officer
JaKLaRMA
Govt. of Jammu & Kashmir,
Jammu.

Subject: Acceptance of Terms and Conditions in this document
Reference :

Sir,


I have carefully gone through the Terms & Conditions contained in the RFP Document
[No. _____] regarding _____
_____ (Project name).

I declare that all the provisions of the RFP Document are acceptable to my Company. I further
certify that I am an authorized signatory of my Company and am, therefore, competent to make
this declaration.

Yours very truly,

Name : _____
Designation: _____
Company: _____
Address: _____

Note:- Copy of authorisation by competent authority in the bidders Company pertaining to
signing, not only this form, but entire bid should be enclosed.

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Annexure – VIII

DECLARATION REGARDING CLEAN TRACK RECORD

Date: _____ 2020

RFP Reference No.:

The Chief Executive Officer,
JaKLaRMA.
Govt. of Jammu & Kashmir,
Jammu.


Subject: Declaration regarding clean track record of the firm

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. RFP _____ No. 01/CEO/JaKLaRMA/27/128] regarding _____ (Project Name). I hereby declare that my Company has not been debarred/black listed by any Government / Semi Government organisations. I further certify competent authority in my Company has authorized me to make this declaration.

Yours very truly,

Name:
Designation:
Company:
Address:


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Annexure-IX
(See Clause 5.3.1)

TECHNICAL PROPOSAL

(Forms 1 to 15)

- 1 Letter of proposal
- 2 Particulars of Bidder
- 3 Abstract of eligible assignments of Bidder / other Consortium member
- 4 Eligible assignments of Bidder / other member of Consortium
- 5 Statement of legal capacity
- 6 Power of Attorney
- 6(a) Power of Attorney (for Lead Member of Consortium)
- 7 Financial capacity of Bidder
- 8 Particulars of key personnel
- 9 Abstract of eligible assignments of key personnel
- 10 Eligible assignments of key personnel
- 11 Curriculum Vitae (CV) of key personnel
- 12 Proposed methodology and Work Plan
- 13 Deployment of personnel
- 14 Survey and field updations of RoR Data
- 15 Proposal for Sub-Vendor / Consortium members

TECHNICAL PROPOSAL

Form -1

(Part of Annexure - IX)

(See Clause 5.3.1)

Letter of Proposal

(On Bidder's letter head with Date and Reference)

The Chief Executive Officer
JaKLaRMA
Govt. of Jammu & Kashmir,
Jammu.

Subject: Appointment of Service Provider for Modernisation of Land Records (including Data Entry, Digitisation (Vectorisation) of Cadastral Maps, installation of Tertiary GCPs Survey /Re-Survey, Integration of Spatial & Non-Spatial Data), under the DILRMP Scheme in the Union Territory of Jammu & Kashmir.

Reference:

Dear Sir,

With reference to your RFP No. dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Bid for selection as(Name of the project)..... . The proposal is unconditional and unqualified.

1 All information provided in the Bid and in the Appendices is true and correct and all documents accompanying this Bid are true copies of their respective originals.

2 This Statement is made for the express purpose of appointment as the Vendor for the aforesaid Project.

3 I/We shall make available to the Agency any additional information it may deem necessary or require for supplementing or authenticating the Bid.

4 I/We acknowledge the right of the Agency to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5 I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

6 I/We declare that:

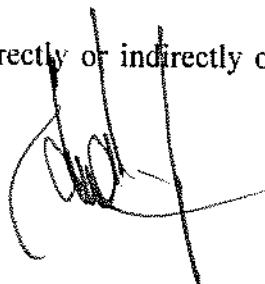
(a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Agency ;

(b) I/We do not have any conflict of interest in accordance with Clause 3.3 of the RFP Document;

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any



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corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 9 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Agency or any other public sector enterprise or any government, Central or Union Territory; and

(d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7 I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Vendor, without incurring any liability to the Bidders in accordance with Clause 3.8 of the RFP document.

8 I/We declare that we/any member of the Consortium, are/is not a Member of a/any other Consortium applying for Selection as a Vendor.

9 I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

10 I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

11 I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.

12 I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Agency [and/ or the Government of India] in connection with the selection of Vendor or in connection with the Selection Process itself in respect of the above mentioned Project.

13 I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our proposal is not opened or rejected.

14 The EMD of INR 40 Lakh (INR Forty Lakh only) in the form of a Demand Draft/Bank Guarantee is attached, in accordance with the RFP document.

15 I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.

16 A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 6.

17 In the event of my/our firm/ Consortium being selected as the Vendor, I/we agree to enter into Service Level Agreement in accordance. We agree not to seek any changes in the aforesaid agreement and agree to abide by the same.

18 I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Agency or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Project.

19 The Financial Proposal is being submitted in a separate cover. The Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

20 I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the

The bottom of the page features three handwritten signatures. On the left, a signature is written over a circular stamp that contains the word 'Consortium'. In the center, there is a large, stylized signature. On the right, another signature is written. The signatures are in dark ink and appear to be official endorsements of the document.

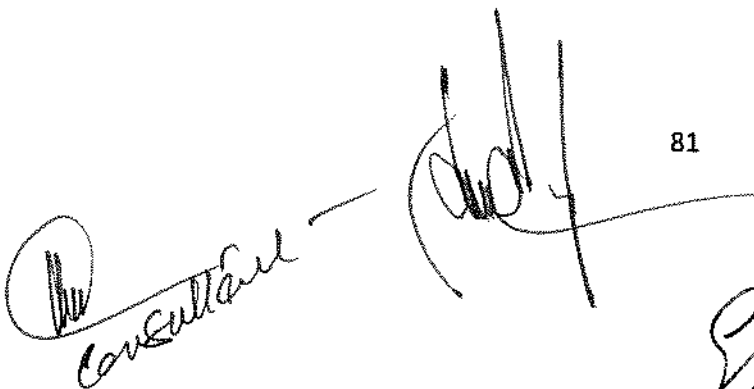
terms of the RFP Document.

Yours
faithfully,

(Signature, name and designation of the authorized signatory)
(Name and seal of the Bidder / Lead Member)

Notes:

- 1) Quoted rates will remain valid till 15th September, 2020 and during currency of this Project. The work may be allotted to more than one vendor as explained in the notes contained in the Annexure IV.
- 2) All payments will be made in Indian Rupees and are subject to applicable Indian Laws.
- 3) Rates should be inclusive of all duties, levies and taxes.
- 4) The rate should be quoted including cost of collecting cadastral maps and delivery of digital data from / at Corresponding District/Tehsil for which cadastral maps have to be digitised (vectorised) and printed.
- 5) All the works, except field survey and other similar works including connectivity issues, have to be done at Revenue Complex, of the respective district headquarters.

A handwritten signature in cursive script is written over a circular official stamp. The signature appears to read 'Consultant'. The stamp contains some illegible text and a central emblem.

A handwritten signature in cursive script, likely belonging to the authorized signatory.

TECHNICAL PROPOSAL
Form-2
(Part of Annexure - IX)


Particulars of Bidder

1. (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Agency :
(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number:
(f) E-Mail Address:
(g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
(a) Name:
(b) Designation:
(c) Address:
(d) Phone Number:
(e) Fax Number:
5. In case of a Consortium:
(a) The information given above (1-4) should be provided for all the Members of the Consortium.
(b) A copy of the Jt. Bidding Agreement, should be attached to the Application.
(c) Information regarding the role of each Member should be provided as per table below:

S.No.	Name of Member	Role	Percentage of equity in the Consortium
1.			
2.			
3.			
4.			

* The role of each Member, as may be determined by the Bidder, should be indicated.

- (d) The following information shall also be provided for each Member of the Consortium:


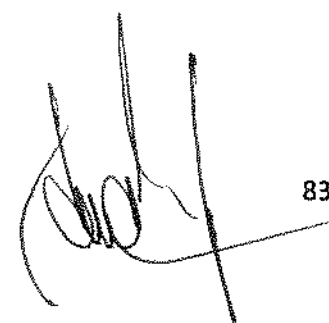

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Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the [Central/ Union Territory] Government, or any entity Control led by it, from participating in any project ?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application?		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% (five per cent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A Statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):



TECHNICAL PROPOSAL

Form -3

(Part of Annexure - IX)

Abstract of Eligible Assignment of the Bidder / other Consortium Partner

S. No.	Name of the Project	Name of the Client	Estimated capital cost of project (Rs. in Crores)	Payment received by the Bidder (Rs. in Crores)
(1)	(2)	(3)	(4)	(5)
1				
2				
3				
4				

The Bidder should provide details of only those projects that have been undertaken by it under its own name.

Exchange rate should be taken as applicable on the date of the signing of Service Level Agreement (SLA) for US \$ denominated conversions.

The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-4 of Annexure IX. The Work order and / or completion certificate should be furnish as supporting document for the details mentioned or certificate of the Statutory Auditor may be submitted.

Certificate from the Statutory Auditors

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and / or the clients.

Name of the Audit firm:

Seal of the Audit firm:

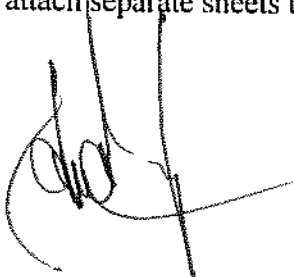
(Signature, name and designation of the authorized signatory)

Date:

In case the Bidder does not have a statutory Auditor, it shall provide the certificate from its Chartered Accountant that ordinarily audits the annual accounts of the Bidder.

Note: The Bidder may attach separate sheets to provide brief particulars of other relevant experience


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TECHNICAL PROPOSAL

Form - 4


(Part of Annexure - IX)

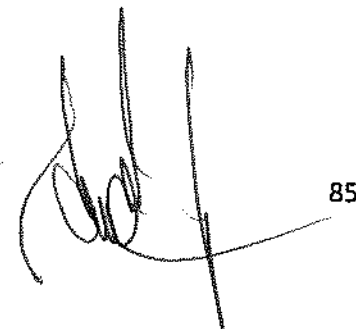
Eligible Assignments of Bidder / other Consortium Partner

Name of Bidder:	
Name of the Project:	
Area in sq. km or other particulars	
Description of services performed by the Bidder firm:	
Name of client and Address: (indicate whether public or private)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of the Project (Rs. Crores or US \$ millions):	
Payment received by the Bidder (Rs. in Crore):	
Start date and finish date of the services (month / year):	
Brief description of the Project:	

Notes:

1. Use separate sheet for each Eligible Project.
2. The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.
3. Exchange rate should be taken as applicable on the date of the signing of Service Level Agreement (SLA) for US \$ denominated conversions.


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TECHNICAL PROPOSAL

Form - 5

(Part of Annexure - IX)

Statement of Legal Capacity

(On the letter head of the Bidder)

The Chief Executive Officer
JaKLaRMA
Govt. of Jammu & Kashmir,
Jammu.

Subject: Appointment of Service Provider for Modernisation of Land Records (Including Data Entry of updated Jamabandis, Digitisation (Vectorisation) of Cadastral Maps, Survey /Re-Survey, installation of Tertiary GCPs, Integration of Spatial & Non-Spatial Data, under the DILRMP Scheme in the Union Territory of Jammu & Kashmir.

Reference:

Dear Sir,

I/We hereby confirm that we, the Bidder (along with other members in case of Consortium, constitution of which has been described in the Proposal), satisfy the terms and conditions laid down in the RFP document.

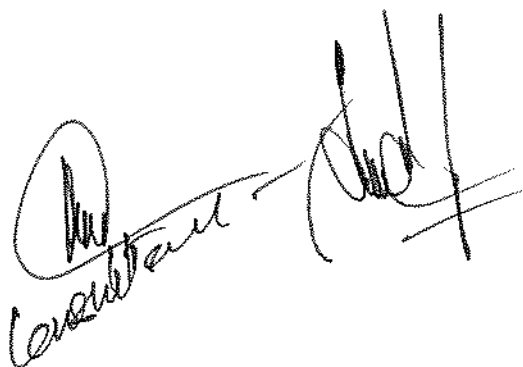
I/We have agreed that (Insert Bidder's name) will act as the Lead Member of our Consortium.

I/We have agreed that (Insert individual's name) will act as our Authorized Representative/ will act as the Authorized Representative of the Consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory with date)

For and on behalf of _____


Consentant

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TECHNICAL PROPOSAL

Form - 6

(Part of Annexure - IX)

(See Clause 3.2.4)

Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr /Ms..... son/daughter/wife..... and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Vendor for the [Name of the Project], proposed to be carried out by the JaKLaRMA (the "Agency ") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Agency , representing us in all matters before the Agency , signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Agency in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Agency .

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2020.

For

(Signature, name, designation and address)

Witnesses:


1

2

Notarized

Accepted

.....
(Signature, name, designation and address of the Attorney)

 Consultant




Notes: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 50 (fifty) and duly notarized by a notary public.

Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostile certificate.


Consul General


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TECHNICAL PROPOSAL

Form-6 (a)

(Part of Annexure - IX)

Power of Attorney (for Lead Member of Consortium)

[Note: Bidder should submit a power of attorney as per the format given here-under to authorized signatory of the application in case of a Consortium, the member should submit a power of attorney in favour of lead member as per the format below]

Whereas the("the Agency ") has invited applications from interested parties for the.....Project (the "Project").

Whereas,, and (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and Agency to do, for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We,having our registered office atM/s. having our registered office atM/s. having our registered office at, and M/s. having our registered office at, (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s. having its registered office at....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We here by irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Agency , and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award there of till the Concession Agreement is entered into with the Agency .

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and



things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2020.

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

Witnesses:


1

2

.....(Executants) (To be executed by all the Members of the Consortium)

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostile certificate.*


Consultant



TECHNICAL PROPOSAL

Form-7

(Part of Annexure - IX)

Financial Capacity of the Bidder

(Refer Clause 3.2 and 6.1)

S. No.	Financial Year	Annual Receipts (Rs. in Crore)
1.		
2.		
3.		

Certificate from the Statutory Auditor

This is to certify that(name of the Bidder) has received the payments shown above against the respective years on account of Services / Consultancy Fees.

Name of the audit firm:

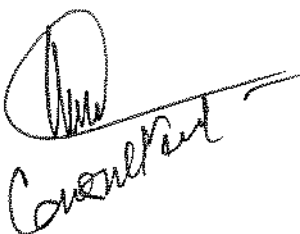
Seal of the audit firm:

Date:

(Signature, name and designation of the authorized signatory)

In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

Note: Please do not attach any printed Annual Financial Statement.


Chartered Accountant



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TECHNICAL PROPOSAL

Form-8

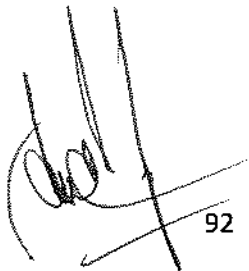
(Part of Annexure - IX)

Particulars of Key Personnel

S. No.	Designation of Key Person	Name	Educational Qualification	Length of Professional Experience	Present Employment		No of Eligible Assignments
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.							
2.							
3.							
4.							
5.							
6.							

Refer Form 9 of Annexure-IX, Eligible Assignments / Experience of Key Personnel


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TECHNICAL PROPOSAL

Form -9

(Part of Annexure - IX)

Abstract of Eligible Assignments of Key Personnel

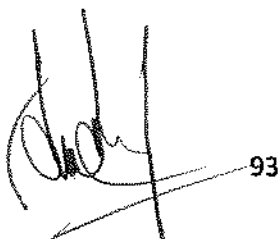
S.No.	Name of Project	Name of Client	Estimated capital cost of project (Rs. In Cr.)	Name of firm for which the Key Person worked	Designation of the Key Person for the assignment	Date of compensation of assignment	Mandays spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

@ Use separate Form for each Key Person.

1. The names and chronology of projects included here should conform to the project-wise details submitted in Form-8 of Annexure IX

Note: The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.


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TECHNICAL PROPOSAL


Form - 10 (Part of Annexure - IX)

Eligible Assignments of Key Personnel

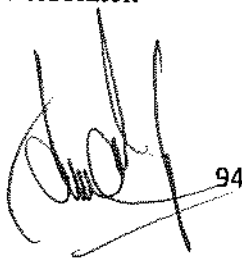
Name of Key Person:	
Designation of Key Person:	
Name of the Project:	
Area in sq. km or other particulars	
Name of Consulting Firm where employed:	
Description of services performed by the Key Person (including designation):	
Name of client and Address: (indicate whether public or private)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of the Project (Rs. In crore):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.	
(Signature and name of Key Person)	

Notes:

- 1 Use separate sheet for each Eligible Project.
- 2 The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.



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TECHNICAL PROPOSAL

Form -11 (Part of Annexure - IX)

Curriculum Vitae (CV) of Key Person

- 1 Proposed Position:
- 2 Name of Person:
- 3 Date of Birth:
- 4 Nationality:
- 5 Educational Qualifications:
- 6 Employment Record:(Starting with present position, list in reverse order every employment held.)
- 7 List of projects on which the Person has worked; Name of Project, Description of Responsibilities
- 8 Details of the current assignment and the time duration for which services are required for the current assignment.

Certifications:

(1) I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.

(2) I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Place.....

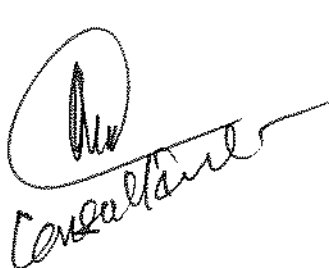
(Signature and name of the Key Personnel)

(Signature and name of the authorized signatory of the Bidder)

Notes:

- 1 Use separate form for each Key Personnel
- 2 The names and chronology of assignments included here should conform to the project-wise details submitted in Form-8 of Annexure IX.
- 3 Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Bidder firm along with the seal of the firm.

Photocopies will not be considered for evaluation.



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TECHNICAL PROPOSAL

For-12 (Part of Annexure - IX)

Proposed Methodology and Work Plan

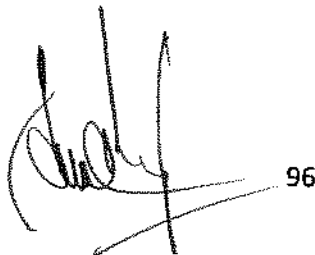
The proposed methodology and work plan shall be described as follows:

1 Understanding of ToR (not more than 5 pages) The Bidder shall clearly state its understanding of the ToR and also highlight its important aspects. The Bidder may supplement various requirements of the ToR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the ToR.

2 Methodology and Work Plan (not more than 50 pages)

The Bidder will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the ToR. The Bidder will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Bidder is a Consortium, it should specify how the expertise of each firm is proposed to be utilized for this assignment. The Bidder should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

Note: Marks will be deducted for writing lengthy and out of context respo





TECHNICAL PROPOSAL

Form - 13
(Part of Annexure - IX)

Deployment of Personnel

Sl. No	Name	Designation	Man-days	@ Month (Number of months as per Vendor's estimation ...)															
			At Project site	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1.																			
2.																			
3.																			
4.																			
5.																			
6.																			
7.																			
8.																			
9.																			
10																			
11																			
Total Man-days																			


Consultant - 

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Engineer

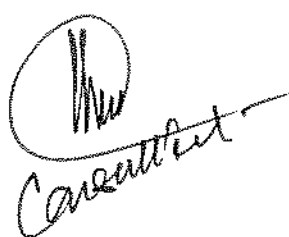
TECHNICAL PROPOSAL

Form - 14
(Part of Annexure - IX)

Survey and Field Updations of RoR Data

Item of Work / Activity	To be Prepared / Carried out by		#Months											
	Name	Designation	1	2	3	4	5	6	7	8	9	10	11	12

Number of months to be as per the Vendor's proposed Time-lines.

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TECHNICAL PROPOSAL

Form -15

(Part of Annexure - IX)

(See clause 3.1.1)

Proposal for Sub-Vendor(s) / Consortium member (s)


1. Details of the Firm				
Firm's Name Address Telephone				
Contact Person: Name : Telephone No.				
Fields of Expertise				
No. of Years in business in the above Fields				
2. Services that are proposed to be sub-contracted:				
3. Person who will lead the Sub-Vendor Name: Designation: Telephone No: Email:				
4. Details of Firm's previous experience				
Name of Work	Name, address and telephone no. of Client	Total value of Services Performed	Duration of services	Date of Completion of Services
1				
2				
3				

(Signature and name of the authorised signatory)

Note:

1. The Proposal for Sub-Vendor(s) shall be accompanied by the details specified in Forms 3 and 4 of Annexure IX
2. Use separate form for each Sub-Vendor


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Annexure X
(Draft) Service Level Agreement

This SERVICE LEVEL AGREEMENT is made on theday of, 2020, between Jammu & Kashmir Land Records Management Agency (JaKLaRMA), an Agency under the Government of Jammu & Kashmir and having its office at Tankipora, Srinagar (J&K) during Summer and at Revenue Complex, Rail Head Campus, Jammu (J&K) during Winter, on the one part (hereinafter called 'the Agency ', which expression shall unless repugnant to the context, include its successors and assignees)

and

M/s., a Company incorporated under the Indian Companies Act, 1956 with its corporate office at, India (hereinafter called the **Vendor**, which expression shall unless repugnant to the context, include its successors and assignees).

This Agreement consists of the signature page and the following attachments that are incorporated into and form part of this Agreement by this reference:

RFP Issued by the AgencyAppendix I
Proceedings of the Pre-bid Conference held onAppendix II
Technical bid during bidding process and
Inception Report submitted by the **Vendor**.....Appendix III
'Technical Inputs' containing technical details about the project..... Appendix IV


WHEREAS,

(A). The Agency has requested the Vendor to undertake the Project "MODERANISATION OF LAND RECORDS (INCLUDING DATA ENTRY, DIGITISATION OF CADASTRAL MAPS, INSTALLATION OF TERTIARY CONTROL POINTS, SURVEY / RE-SURVEY, INTEGRATION WITH RECORDS OF RIGHTS, UNDER DILRMP IN THE UNION TERRITORY OF JAMMU & KASHMIR (hereinafter called the Services) necessary for the Union Territory of Jammu & Kashmir.

(B). As per the RFP, Modernisation of Land Records in the 18 districts namely, 1.Kathua 2. Poonch 3. Udhampur 4. Doda 5. Ramban 6.Ganderbal 7. Baramulla 8. Anantnag 9. Pulwama 10.Samba 11. Rajouri 12. Reasi 13. Kishtwar 14. Bandipura 15.Budgam 16. Kupwara 17. Shopian 18. Kulgam.of the Union Territory of Jammu and Kashmir are to be taken up and completed by the Vendor. In addition to this, Modernisation of land records is to be taken up and completed in respect of the districts of Jammu and Srinagar except for digitisation (vectorisation) of Musavis/ serving cadastral maps using scanned data and Data Entry of records.

[In case work is allotted to more than one vendor, then the allotted districts need only to be mentioned here]

(C). The Vendor has agreed to provide the Services on the terms and conditions set forth in this Agreement.

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NOW THEREFORE the parties hereto hereby agree as follows:

1. Services

The Vendor shall perform the Services under this Agreement in accordance with the Scope of Work mentioned in the RFP as attached in Appendix I hereto and as agreed in the Technical bid and Inception Report as attached in Appendix III. The Vendor shall consider all the suggestions made by the JaKLaRMA, its representatives during each stage of the project. The Vendor will be required to address all such suggestions / queries as long as there is no major deviation from the detailed Scope of Work mentioned in the RFP as per Appendix I.

The Vendor would follow a methodology to carry out the proposed project. The methodology should be such as prescribed in the Technical bid and as finalized in the Inception Report as per Appendix III.

If any modifications in the report or in plans and sections are required, due to attributable reasons to the Vendor or if any additional work relevant to the project (which is within the Scope of Work) is required to be carried out for preparation of reports of high professional quality (as agreed in the Scope of Work - Appendix I and in the Inception Report – Appendix III submitted by the Vendor acceptable to the approving authorities shall be carried out without any additional compensation.

1.1. Commencement Date

The Vendor shall commence the Services as soon as possible but not later than 15 days after the JaKLaRMA has given notice to proceed with the Services (Letter of Intent).

1.2. Additional Work

If, in the opinion of the Agency, it is necessary to carry out any work outside the Scope of Work for the purposes of the Project in addition to the Services, the Vendor shall carry out such additional work with the prior authorization of the Agency. The charges for the personnel Implementing Agency for Centrally Sponsored DILRMP Scheme required for such additional work would be as per the area of the surveyed area quoted by the Vendor and mentioned in Section 4.1.

In case, there is any dispute about determining whether any work proposed is within or outside the Scope of Work mentioned in the RFP – (Appendix I), the decision of the JaKLaRMA shall be final and binding on the Vendor.

1.3. Other Documents

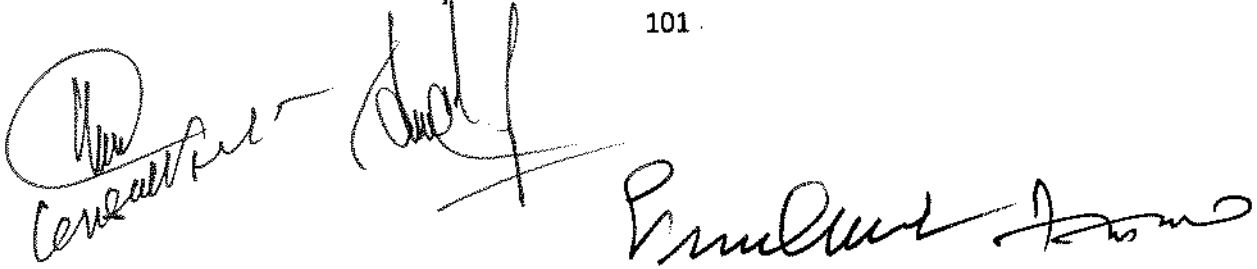
RFP document including any amendments made to it at the bidding stage, Vendor's bid offer documents, Scope of Work, Inception Report shall form part of the Agreement.

2. Personnel

2.1. Personnel

(a). The Services shall be carried out by the personnel specified in Inception Report Appendix III hereof (hereinafter called the "Personnel") for the respective periods of time indicated therein. The Vendor may, with the prior approval of the JaKLaRMA, make minor adjustments in such periods as may be appropriate to ensure the efficient performance of the Services, provided that such adjustments will not cause payments made under the Agreement to exceed the cost estimates referred to in Section 4.1.

(b). Except as the Agency may otherwise agree, no changes shall be made in the Personnel. If for any reason beyond the reasonable Control of the Vendor it becomes necessary to replace any of the Person/ Personnel, the Vendor shall forthwith provide a replacement. Such person of replacement shall be equivalent or better qualified and experienced and who is found eligible and acceptable to the JaKLaRMA. The Vendor should take prior approval from the JaKLaRMA in case of such replacement.



(c). If at any time during the project, it is found that the Person or Personnel, as mentioned in Appendix - III, are not performing the task, which they were to perform, instead some other person/s are performing or if the Vendor replaces any person without knowledge of the Agency, in such a case the Agency may accept such a person, if such a person is found of equal or of better calibre. However, such a replacement would not be binding on the JaKLaRMA and the JaKLaRMA reserves the right to cancel the Agreement with a prior notice and after providing an opportunity of being heard to the Vendor.

(d). In the event that any person specified in Appendix III is found by the JaKLaRMA to be incompetent in discharging his assigned duties, the JaKLaRMA may request the Vendor to forthwith provide a replacement by a person with qualifications and experience acceptable to the JaKLaRMA. The decision of the JaKLaRMA in this regard shall be final and binding on the Vendor. The replacement must be done within 7 days from the date of intimation by the JaKLaRMA.

2.2. Project Manager

The Vendor shall appoint adequate number of Project Managers, preferably one in each allotted District, acceptable to the JaKLaRMA. These Project Managers shall be responsible for day to day operations and liaison between the Vendor and the JaKLaRMA.

3. Undertakings of the Vendor

3.1. General Standard of Performance by the Vendor

The Vendor shall carry out the Services with due diligence and efficiency, and shall exercise such skill and care in the performance of the services as is consistent with recognized professional standards. The Vendor shall act at all times so as to protect the interests of the JaKLaRMA.

3.1.1 Cut-off date for updation of Cadastral Maps and the RoR data

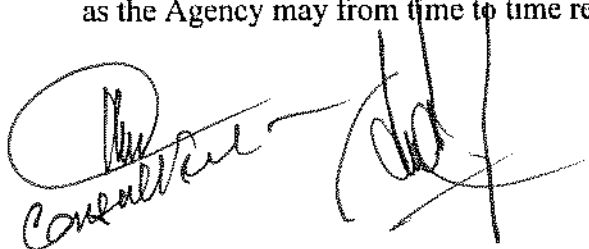
JaKLaRMA will provide the current Musavis and RoR data, the Vendor will update the same assisted by the Patwari. The Vendor will carry out digitisation (in defined time frame strictly). Digitized Musavis will be geo-referenced with the help of GCPs and overlaid on the High-Resolution Satellite Imagery (HRSI). Thereafter, up-dation of map data and RoR will be carried out as per Clause 17.2.5. The day that data (Spatial and Non-Spatial) is verified and accepted by the JaKLaRMA, that will be the cut-off date for up-dation of cadastral map and related RoR data of the concerned village.

3.2. Records

During the subsistence of this Agreement and two years from the date of completion of the project, the Vendor shall permit the duly authorized representative of the JaKLaRMA, (after reasonable advance notice is served on the Vendor), from time to time to inspect its records relating to the Services and to make copies thereof and shall permit the JaKLaRMA or any person authorized by the JaKLaRMA, from time to time, to audit such records during and after the services.

3.3 Information regarding the Centrally Sponsored DILRMP Scheme

The Vendor shall furnish the Agency such information relating to the Services and the Project as the Agency may from time to time request.



Handwritten signature of a consultant, with the word "Consultant" written below it.



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3.4. Assignments

The rights and liabilities of the Vendor shall not be assigned or transferred by the Vendor, without the consent in writing of The JaKLaRMA to any other persons, firm or organization. The JaKLaRMA may allow such assignment at his discretion. However, such assignment shall not relieve the Vendor from any obligation, duty or responsibility under the Agreement. Any assignment as above without prior written approval of the JaKLaRMA shall render the agreement void. The JaKLaRMA may transfer its rights and obligations to any other person, firm or organization only with the consent of the Vendor. If it is found that the Vendor has assigned particular work to some other JaKLaRMA, without approval and notice of the JaKLaRMA, The JaKLaRMA reserves the right to reject any such work carried out. If The JaKLaRMA accepts any such work, the estimate made by The JaKLaRMA in such case attributable to the amount of work done shall be final and binding on the Vendor. In the event that any such Third Party Agency is found by The Agency to be incompetent to discharge his assigned duties; The Agency may request the Vendor forthwith either to provide a replacement with qualifications and experience acceptable to the Agency or to resume the performance of the Services itself.

The decision of the JaKLaRMA in this regard shall be final and binding on the Vendor.

3.5. Confidentiality

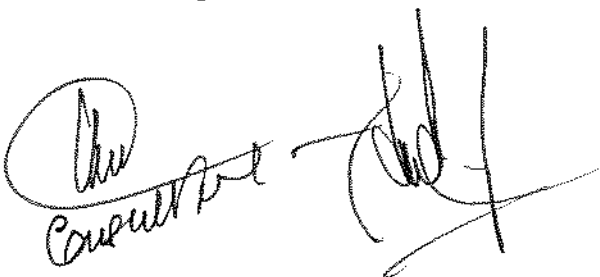
(a). Except with the prior written consent of the JaKLaRMA (Agency), the Vendor or the Personnel shall not at any time communicate to any person or entity any confidential information disclosed to them for the purposes of the Services, nor shall the Vendor or the Personnel make public or inform any one, directly or indirectly, any such information received by them or any recommendations formulated in the course of or as a result of the Services. Confidential Information for the purposes of this clause means all the information that has been marked as "Confidential" at the time of disclosure.

(b). The Agency agrees with the Vendor that all information including the information relating to the Vendor's trade secrets, know-how/technical data, research, products, strategies, internal procedures, employees and business opportunities and other proprietary information of the Vendor as described specifically as "Confidential Information" belongs to the Vendor and shall not disclose or divulge such confidential information to any third parties or make use or allow others to make use thereof. These clauses, (a) and (b), shall survive the termination of this Agreement. However, the reports submitted by the Vendor to The Agency shall become property of The Agency and The Agency is free to use any / all information mentioned in the report, procedures specified in the report, suggestions / conclusions made in the report and any such other information based on the report.

3.6. Prohibition on Conflicting Activities

The Vendor shall ensure that no member of the Personnel assigned to the Agreement shall engage, directly or indirectly, during the subsistence of this Agreement either in his name or in the name of his close relative or through the Vendor, in any other business or professional activities which is likely to be in conflict or impact the performance of his duties or assignment.

3.7. Independent Contractor

A handwritten signature in black ink, appearing to be 'Consultant', with a large, stylized flourish extending to the right.A handwritten signature in black ink, appearing to be 'Rudolf', with a large, stylized flourish extending to the right.

Nothing contained herein shall be construed as establishing or creating between the Agency and the Vendor the relationship of the Agency and Contractor, it being understood that the position of the Vendor and of anyone else performing the Services is that of an Independent Contractor.

3.8. Insurance

The Vendor shall at its cost take out and maintain adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment/person/property Implementing Agency for Centrally Sponsored DILRMP Scheme acquired in whole or in part with funds provided by the Agency . The Agency undertakes no responsibility in respect of any damage to person/property/equipment during the course of implementation of project.

3.9. Notice of Delay

The Vendor shall execute the work as per the time schedule prescribed in the Inception Report. In the event of any expected delay the Vendor shall inform the Agency well in advance giving justification for the delay. The Vendor may request for an appropriate extension of time for completion of the Services. However, the Agency reserves the right to grant any such extension and the decision of the Agency in this regard shall be final and binding on the Vendor.

4. Cost and Payment terms

4.1. Cost

The cost to carry out the Project is INR (INR only) per square kilometre inclusive of GST.

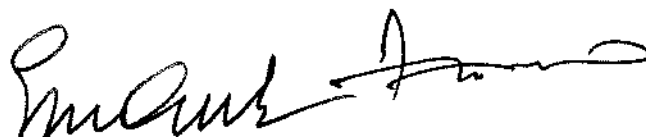
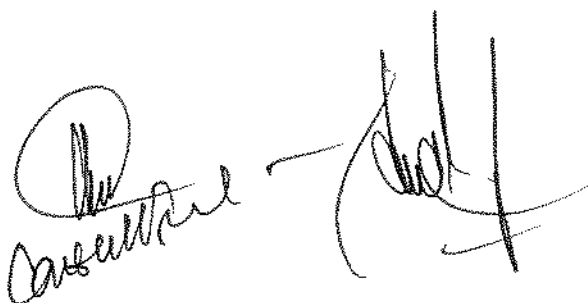
The total cost to carry outas per the RFP of the project is coming to INR (INRonly) inclusive of GST.

The above total cost will be considered to assess the Performance Bank Guarantee, Cost for setting up Control Network and Mobilisation Advance, if any.

The costs quoted are per unit basis and inclusive of all taxes and duties for the Scope of Work as agreed and mentioned in Appendix I including all other expenses for personnel services, visits, transport charges, cost of collecting required data, etc. and all the necessary services, materials, stationary, computer services, typing, printing, photocopying etc. to fulfil the requirement of the scope. No changes to the cost shall be allowed on any account except for changes in any taxes/duties.

Payment will be made as stipulated in Clause 22.2 of the RFP on submission of the complete project deliverables, proprietary information and any other project related information collected during the course of the project duration which will be subjected to verification and acceptance by the Agency. All payments are subject to correct submission of bills in original. Acceptance means after submission of report and after the Vendor has made presentation to the committee, the Administration will issue letter of acceptance along with comments/suggestions on the report.

Above payments shall be made after deduction of income tax at source, whichever may be applicable, by the Acts prevailing at the time of making payment. Payment of all other taxes and levies would be the responsibility of the Vendor.



All payments to the Vendor would be made in Indian Rupees only. The payment shall be made after the successful completion of the activity and successful submission of the deliverables as indicated above.

The minimum gap between two successive invoices will be 04 weeks

PENALTY CLAUSE

Any delay in implementation at any milestone mentioned in the plan, will attract a penalty of 0.5% of the contract value for every 7 days, subject to a maximum of 5%. Maximum delay permitted will be 60 days beyond which the agreement is liable to be terminated and the Vendor performance guarantee will be forfeited. In such case, The Agency reserves the right to make necessary alternate arrangements to complete the project.

Further any interim delays in project implementation must be made good by the Vendor by the time of the payment milestones.

It is of utmost importance that the project implementation needs to be as per schedule. The purpose of this is to ensure all necessary formalities for project completion and closure are completed as planned and Vendor will not deliver/ complete a large part of the work only at the end stage, as this would hinder smooth project completion and sign-off.

4.2. In case, the Agency is not able to communicate the acceptance of report within 30 days of submission of the report, the Agency will release 50 % of the payment due at particular stage of project. The balance 50% of the payment will be released upon acceptance of the report by the Agency.

If the report submitted by the Vendor is not acceptable to the Agency, reasons for such non-acceptance should be recorded in writing; the Agency shall not release the payment due to the Vendor. In such case, the payment will be released to the Vendor only after it re-submits the report and the report is accepted by the Agency.

5. Reports

The Vendor has to submit the reports as mentioned in the RFP.

6. Time schedule for submission of reports

The total time frame for carrying out the assignment would be weeks (to be given by the Vendor) from start i.e. 21 days from the date of issue of Letter of Intent. The details of work plan, timeframe for each stage of project is put up at Appendix III – Inception Report. During the course of action for providing feedback and comments, the timelines consumed by The Agency will not be taken into account for calculating the scheduled timelines by the Vendor Implementing Agency for Centrally Sponsored DILRMP Scheme.

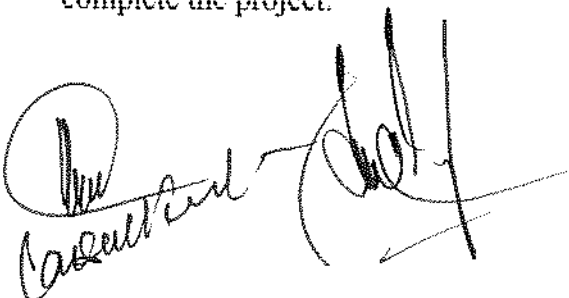
7. Liquidated Damages for late submission

The Vendor should submit his own detailed time schedule with measurable milestones and such schedules should be practicable, reasonable and balanced.

Any delay in implementation will attract a *penalty of 0.5% of the Agreement value for every 7 days*, subject to a maximum of 5%.

Maximum delay permitted will be *60 days*, beyond which the agreement is liable to be terminated and the Vendor performance guarantee will be forfeited.

In such case, the Agency reserves the right to make necessary alternate arrangements to complete the project.



8. Termination of the Agreement

8.1. The JaKLaRMA (Agency) reserves the right to cancel the Agreement at any time, if it is not satisfied with the services of the Vendor or there is breach of any of the condition of this Agreement by the Vendor, provided a period of 30 days has lapsed from the date of serving notice on the Vendor requiring it to remedy the breach and if the breach has continued up to the date of the action. In this event, the work done till then by the Vendor shall be taken over by the Agency. The Agency reserves the right to appoint a new Vendor and hand over to him all the documents to complete the assignment. The Vendor in such case, upon termination, The Agency may also impose liquidated damages, up to maximum of 5% of the Agreement value. The Vendor shall be required to pay any such liquidated damages to The Agency within 30 days of termination date.

8.2. The Agency reserves the right to cancel the Agreement by giving 30 days notice, subject to payment of the fees for the actual work done by the Vendor for the project up to the date of the notice cancellation of the Agreement as per Section 8.5.

8.3. The Vendor reserves the right to terminate the Agreement immediately upon situations arising due to non-compliance of the stipulations of this Agreement by the Agency. The termination notice shall be held valid only if it is preceded by a corresponding non-compliance notice issued at least 30 days prior to the date of the termination notice and if the non-compliance has continued up to the date of the termination notice. The Agency shall be liable to pay the Vendor fees for the actual work done by the Vendor for the project up to the date of cancellation of the Agreement as per Section 8.5.

8.4. The parties also reserve a right to terminate this Agreement in the event any voluntary insolvency petition/ IP petition is filed by either party, or if any proceedings are instituted against either party, property or assets under any bankruptcy, insolvency, receivership, debtors relief, winding up rehabilitation, or similar statute or any effective resolution is passed for the winding up of that party or for any remedy under any such statute.

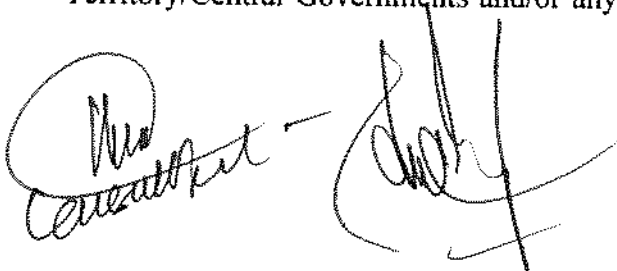
8.5. The payment of the fees will be determined based on the actual work carried out and accepted by the Agency, in terms of area of land surveyed as specified in Section 4.1. In case of failure to decide the compensation, Arbitrator as per the terms of the Agreement shall be appointed to decide the compensation.

9. Performance obligations

The Vendor shall have to be responsible for the soundness of services rendered. In the event of any deficiency in these services, the Vendor shall promptly redo/ remedy without any additional cost to The Agency and carry out such modifications and /or rectification as may be required.

10. Compliance with labour laws, statutes, rules and regulations of Government / local authority

The Vendor shall comply with all the labour laws and other laws, statutes and rules & regulations of Central and Union Territory Governments or Local authorities that may be applicable from time to time in respect of any personnel deployed or engaged by the Vendor or their sub contractor either directly or indirectly. With respect to their employees or assignees, the Vendor shall be solely responsible for strictly following all labour laws, industrial laws, factories act, minimum wages act and other such laws which are applicable from time to time, including but not limited to the modification, amendments or additions which are made to these laws during the period of Agreement. Implementing Agency for Centrally Sponsored DILRMP Scheme. The Vendor will also be responsible for the various levies of Union Territory/Central Governments and/or any Statutory Body. The Vendor shall have to, at their



expense, comply with labour laws and keep The Agency indemnified in respect thereof. Agency shall be fully responsible for all matters arising out of the performance of the Agreement and shall comply, at their own expenses, with all laws / acts / enactment / orders / regulations / statutory obligations, whatsoever of the Government of India / Union Territory Government, Local Self Government or any Statutory Authority.

11. Period of Agreement

The agreement to be entered into, between The Agency and the Vendor shall be valid from the date of signing the Agreement or 15 days from issuance from LOI, whichever is earlier till final approval of The Agency is received.

12. Liability

In no event shall either party be liable for any direct, indirect, incidental, spatial, consequential, reliance or cover damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party. In no event, however, shall the total liability of the Vendor under this Agreement exceed the amount of fee received by the Vendor from the Agency. However this clause will not prevent The Agency from levying the liquidated damages as per Clause 7 and 8.1.

13. Notices

Any notice or request required or permitted to be given or made under this Agreement to either party shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand, mail or fax to the party to which it is required or permitted to be given or made at such party's Head Office or Registered Office or Corporate Office or branch office addresses.

14. Arbitration

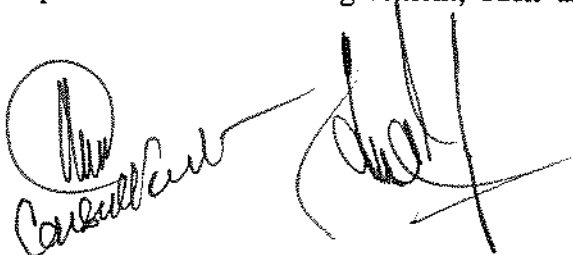
In the event of any dispute or difference at any time arising between the parties relating to the construction, meaning or effect of this agreement or any other clause or any content of the rights and liabilities of the parties or other matters specified herein or with reference to anything arising out of or incidental to this agreement or otherwise in relation to the terms, whether during the continuance of this agreement or thereafter, such disputes or differences shall be endeavoured to be solved by mutual negotiations. If, however, such negotiations are anfractuous, these shall be decided by arbitration of two Arbitrators, one to be appointed by each party to the dispute or difference and to an Umpire to be appointed by Arbitrators in writing before taking upon them the burden of arbitration. Such a reference shall be deemed to be a submission to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and of any modification or re-enactment thereof. The venue of arbitration shall be Jammu or Srinagar only, the expense of the arbitration shall be paid as may be determined by the Arbitrators.

15. Jurisdiction

All questions, disputes or differences arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the court under whose jurisdiction the place from which the agreement has been executed i.e. Jammu and Srinagar.

16. Force Majeure

16.1. Force Majeure means such of the following factors which substantially affect the performance of the Agreement, such as: natural phenomena, including but not limited to



floods, droughts, earthquakes and epidemics; acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, quarantines, embargoes; Illegal strikes and legal lockouts in respect of the Agency 's / the Vendor's scope of work provided, either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

16.2. The Vendor or the Agency shall not be liable for delays in performing their obligations resulting from any Force Majeure cause as referred to and/or defined above.

16.3. However, if such an event lasts for a period of 180 days or more then either party shall have an option to terminate this Agreement forthwith without any liability after intimating the other party of the same. The Vendor shall however be entitled to receive payments for all the services rendered by it Implementing Agency for Centrally Sponsored DILRMP Scheme under this Agreement prior to termination of Agreement. The payment shall be determined as per Section 8.5.

17. Custody of Drawing/ reports/data etc

Original Drawings/Maps/Atlas/Data/Charts/Photocopies of classified documents such as topo sheets etc., and all other documents received from the Agency, shall remain in the custody of the Vendor during the period of assignment only and shall be used exclusively for this job and shall not be made use of for any other purpose. These shall be carefully preserved by the Vendor till the completion of the job and shall be handed over to the Agency (JaKLaRMA) on preparation of final report or on termination of the Agreement.

18. Indemnity

The Vendor shall indemnify the Agency and every members, officers and employees of the Agency , against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or, in connection with various matters and against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of any negligent act or omission or failure by the Vendor in the performance of the Vendor obligation under this Agreement.

19. General clauses

19.1. Entire Agreement & Amendments

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior written, oral or implied understandings between them on that subject matter. This Agreement may be amended, modified or supplemented only by the Authorized representatives of the parties in writing executed on behalf of both parties hereto.

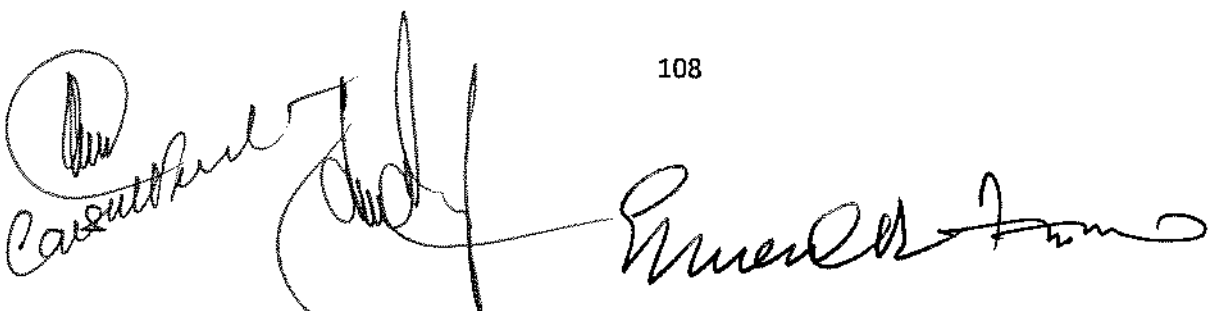
19.2. Exclusive Agreement

The Agency at any time is free to engage other competent Vendor in the interest of the project for any inconclusive arbitration.

The Vendor can take up such similar business in any other Union Territory or location but without affecting the services agreed to be offered by it under this Agreement and subject to clause 3.7. However, the Vendor shall express written information from the Agency under such circumstances.

19.3. Severability

In the event that any provision or any portion of any provision of this Agreement shall be held invalid, illegal or unenforceable under applicable law, the remainder of this Agreement shall remain valid and enforceable in accordance with its terms.



19.4. Survival

- ★ The clauses of this Agreement, which by their very nature ought to survive termination of this Agreement, shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorised to execute this Agreement.

Authorised Signatory
On behalf of the Agency

Authorised Signatory
On behalf of the Vendor

In witness of

In witness of

1. _____
2. _____
3. _____

1. _____
2. _____
3. _____

Abbreviations

- 1 AOI-Area of interest
- 2 CIS -Cadastral Information System
- 3 CLR - Computerisation of Land Records
- 4 CSR -Corporate Social Responsibility
- 5 CV-Curriculum Vitae
- 6 DD - District Code
- 7 DGPS -Differential Global Positioning System
- 8 EMD -Earnest Money Deposit
- 9 ETS – Electronic Total Station
- 10 GCP -Ground Control Point
- 11 GFR – General Financial Rules
- 12 JaKLaRMA – Jammu & Kashmir Land Records Management Agency
- 13 HHH - Halqa Number
- 14 HRSI -High Resolution Satellite Image
- 15 IPR -Intellectual Property Rights
- 16 ISO – International Organisation for Standardisation
- 17 LAN – Local Area Network
- 18 LISS – Linear Imaging Self Scanner
- 19 LOA -Letter of Award
- 20 MIS/GIS – Management Information System/ Geographical Information System
- 21 NIC – National Informatics Centre
- 22 DILRMP -National Land Records Modernisation Program
- 23 NN - Sheet Number
- 24 PAN – Panchromatic
- 25 PBG-Performance of Bank Guarantee
- 26 PDD -Proposal Due Date
- 27 PPP – Public Private PartnershipQA -Quality Assurance
- 28 QC – Quality Check
- 29 LCBS – Lowest Cost Based Selection
- 30 RDBMS – Relational Database Management System
- 31 RFP -Request for Proposal
- 32 RMS errors – Root Mean Square errors
- 33 SLA -Service Level Agreement
- 34 Sol – Survey of India
- 35 SP -Service Provider
- 36 SRA&ULR -Strengthening of Revenue Administration and Updating of Land Records
- 37 ToR – Terms of Reference
- 38 TT -Tehsil Code
- 39 UPS-Un-disrupted Power Supply
- 40 VVV- Village Number
- 41 WV – World View