

**Survey of India**  
Department of Science and Technology

**REQUEST FOR EMPANELMENT (RFE)**  
**OF**  
**FIRMS FOR SERVICES TO GENERATE**  
**ORTHO RECTIFIED IMAGERY USING**  
**RPAS/DRONE**



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**REQUEST FOR EMPANELMENT (RFE) OF FIRMS FOR SERVICES  
TO GENERATE ORTHO RECTIFIED IMAGERY USING  
RPAS/DRONE**

**UNDER SURVEY OF VILLAGES ABADI AND MAPPING WITH  
IMPROVISED TECHNOLOGY IN VILLAGE AREAS (SVAMITVA) SCHEME  
AND LARGE SCALE MAPPING (LSM) PROJECT**

**ATE No: T-1390/37-G-15**

**Date: 13-09-2021**

Survey of India (Sol), The National Survey and Mapping Organization of the country under the Department of Science & Technology, is the OLDEST SCIENTIFIC DEPARTMENT OF THE GOVT. OF INDIA. It was set up in 1767 and has evolved rich traditions over the years. In its assigned role as the nation's Principal Mapping Agency, Sol bears a special responsibility to ensure that the country's domain is explored and mapped suitably, provide base maps for expeditious and integrated development and ensure that all resources contribute with their full measure to the progress, prosperity and security of our country now and for generations to come. Sol takes a leadership role in providing user focused, cost effective, reliable and quality geospatial data, information and intelligence for meeting the needs of national security, sustainable national development, and new information markets. Sol dedicates itself to the advancement of theory, practice, collection and applications of geospatial data, and promotes an active exchange of information, ideas, and technological innovations amongst the data producers and users who will get access to such data of highest possible resolution at an affordable cost in the near real-time environment.

Sol invites RFE from reputed Firms (here in after referred to as "Agencies") for empanelment for Drone as a service under SVAMITVA and LSM for the following Categories of work:-

<b>Scope of work</b>	<b>Category of Services/Lot</b>	<b>Tentative Area under</b>
<i>Image Capturing using Drone including provision of Ground Control and Delivery of quality Ortho Rectified Image (ORI) and DEM.</i>	<b>Area 1:</b> Abadi Cluster with Abadi area upto 1.0 sq km of Each Village being mapped under SVAMITVA Project	1,50,000 sq km spread over states and Union Territories of India
	<b>Area 2:</b> Contiguous area, any area other than those as defined under Area 1	1,00,000 sq km spread over states and Union Territories of India

Please go through the full document available at <https://eprocure.gov.in/eprocure>

1. Applicants (here in after referred to as “Bidders”) are required to submit only one application.
2. Details on the services to be provided are mentioned in the Scope of work in this document
3. A **pre - bid meeting** will be held on 24/09/2021 at 14:30 hrs at Survey (Air) & Delhi Geo-spatial Data Centre, Survey of India, West Block No.4, R.K. Puram, New Delhi PIN - 110 066.
4. Bidders eligible as per qualifying conditions will be shortlisted based on the information provided by them. The short-listed agencies will be invited to make a presentation and Field demonstration to the Evaluation committee. The notice for shortlisting of agencies for technical presentation and Field demonstration will be intimated individually and will be uploaded on the website <https://eprocure.gov.in/eprocure/app> and <https://surveyofindia.gov.in/pages/result-of-tenders>.
5. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers/ Contractors are advised to follow the instructions provided in,, Instructions to the Contractors/Tenderer for the e-submission of Eligibility Criteria 'and' Technical Bids' online through the Central Public Procurement Portal for eProcurement at <https://eprocure.gov.in/eprocure/app>. Bid documents may be scanned at 100dpi with black & white option which helps in reducing the size of the scanned document.
6. Hardcopy/details of the original instruments in respect of earnest money deposit, original copy of affidavits etc. must be submitted at the office of Director Survey (Air) & Delhi Geo-spatial Data Centre, Survey of India, West Block No.4, R.K. Puram, New Delhi PIN - 110 066 by 1500hrs on the date of bid opening as given in the Important Date-sheet.
7. The agencies will be selected as per the evaluation mechanism of this RFE.
8. Bidders may contact Director, Survey (Air) & Delhi Geo-spatial Data Centre as mentioned above, for any clarification on the RFE before the time as per schedule given at para 3.7 by email [delhi.gdc soi@gov.in](mailto:delhi.gdc soi@gov.in) Clarifications requested through any other mode or after said due date shall not be considered by the Purchaser.
9. Sol reserves the right to reject any or all of the responses to this RFE without as signing any reason. Sol takes no responsibility for delay, loss or non-receipt of response to RFE.
10. On the basis of scores given by the committee, it is envisaged to empanel agencies for the services as per scope of work listed under Schedule V of this RFE.

**Important dates:**

<b>S No.</b>	<b>Activity</b>	<b>Date</b>
1	Last date for submission of written queries (email or post only)	23-09-2021
2	Pre bid Meeting	24-09-2021 at 14.30hours
3	Last date for submission of RFE	21-10-2021 by15.00hours
4	Date of opening of Technical bids	22-10-2021 at16.00hours
5	Technical presentations for Shortlisting agencies based on eligibility criteria.	Will be intimated in Technical Bid Opening Report
6	Final Selection.	1 <sup>st</sup> week of November 2021

11. The interested bidders will have to upload Bid Security Declaration Form as per Section IV. Bids must be submitted online on <https://eprocure.gov.in/eprocure/app> (website) on or before the date and time for receipt of bids, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

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## PARTI: BACKGROUND

1. **Brief: SVAMITVA Scheme** is a Central Sector scheme launched by Hon'ble Prime Minister of India on National Panchayat Day i.e 24<sup>th</sup> April 2020. The Ministry of Panchayati Raj (MoPR) is the Nodal Ministry for implementation of the scheme. In the States, the Revenue Department / Land Records Department will be the Nodal Department and shall carry out the scheme with support of State Panchayati Raj Department. Survey of India shall work as the technology partner for implementation.

The scheme aims to provide an integrated property validation solution for rural India. The demarcation of rural abadi areas would be done using Drone Surveying technology. This would provide the 'record of rights' to village household owners possessing houses in inhabited rural areas in villages which, in turn, would enable them to use their property as a financial asset for taking loans and other financial benefits from Bank

The scheme seeks to achieve the following objectives: -

- i. To bring financial stability to the citizens in rural India by enabling them to use their property as a financial asset for taking loans and other financial benefits.
- ii. Creation of accurate land records for rural planning.
- iii. Determination of property tax, which would accrue to the GPs directly in States where it is devolved or else, add to the State exchequer.
- iv. Creation of survey infrastructure and GIS maps that can be leveraged by any department for their use.
- v. To support in preparation of better-quality Gram Panchayat Development Plan (GPDP) by making use of GIS maps.
- vi. To reduce property related disputes and legal cases

Sol intends to empanel limited number of reputed agencies for the work on the aspects of image capturing, generation of High Resolution, accurate and precise ORI, feature extraction and entry of attributes based upon the work flow for SVAMITAVA scheme.

## 2. Objective

To meet the vision of the of the Hon'ble Prime Minister to provide record of rights to village household owners possessing houses in inhabited rural areas in villages with issuance of property cards to the property owners. This would facilitate monetization of rural residential assets for credit and other financial services. The Scheme in one of the selected few that are identified as reformative by Govt and is being monitored by the Prime Minister's Office on <https://svamitva.nic.in/svamitva>. Sol intends to empanel reputed Service Providers to accelerate the acquisition and processing of Geo-Spatial data as the end deliverable of Property Cards.

Agencies will be empaneled for providing Drone as a service for each of the categories of works defined in the scope of work. The empanelment will be initially for a period of two years, which can be extended through mutual consent for a further period of one year.

Empaneled agencies would provide services to the ongoing/new projects. Such support will be for a definite period and will not amount to any kind of employment obligation on the part of Sol.

Empaneled agencies will provide their services anywhere in India. NoTA/DA will be admissible to any of the professionals of the Empaneled organization in carrying out activities as per Scope of work. The professionals of Empaneled agencies have to use their own Work Stations, laptops, Data Processing Software, mobile phone etc. for doing the project work.

**PART 2 –REQUEST FOR BIDS**  
**SECTION I –INSTRUCTIONS TO BIDDERS [ITB]**

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## Section I. Instructions to Bidders

### A. General

- 1. Scope of Bid**
- 1.1 The Purchaser **indicated in the Amendment Instruction to Bidder (AITB)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name, identification and number of lots (contracts) of this OPEN TENDER ENQUIRY (OTE) procurement are **specified in the AITB**.
- 1.2 Throughout these Bidding Documents: the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex, including if **specified in the ITB**, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;
- if the context so requires, “singular” means “plural” and vice versa; and “day” means calendar day.
- 2. Source of Funds**
- 2.1 The Employer, as defined in the BDS, intends to apply part of the funds , as defined in the BDS, to cover eligible payments under the Contract for the Services to be performed as per bid document
- 3. Corrupt & Fraudulent Practices**
- 3.1 It is the Government of India’s (GoI) policy to require that the highest standards of ethics are observed during the procurement and execution of contracts. In pursuance of this policy, the officials of Procuring Entities and the bidders / suppliers/ contractors/ sub-contractors/consultants/ service-providers involved in procurement process must abide by the Code of Integrity for Public Procurement (CIPP).
- 3.2 Code of Integrity for Public Procurement: Procuring authorities as well as bidders, suppliers, contractors and consultants/contractor should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:
- i) “Corrupt practice”: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

ii) “Fraudulent practice”: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

iii) “Anti-competitive practice”: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

iv) “Coercive practice”: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

v) “Conflict of interest”: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and

vi) “Obstructive practice”: materially impede the Procuring Entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity’s rights of audit or access to information;

3.3 The bidders shall submit, as part of Bidding Document, a signed declaration to the effect that they shall abide by the Code of Integrity for Public Procurement in Letter of Bid-Technical Part at Section IV (Bidding Forms).

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a

(prospective) bidder (including members of Joint Venture/ Sub-Contractor)/contractor/supplier/consultant/service-provider, directly or through an agent, has violated this Code of Integrity in competing for the contract or in executing a contract, the Purchaser may take appropriate measures including one or more of the following:

i) If his bids are under consideration in any procurement,  
a) forfeiture or encashment of bid security;  
b) calling off of any pre-contract negotiations; and  
c) rejection and exclusion of the bidder from the procurement process.

ii) If a contract has already been awarded,  
a) cancellation of the relevant contract and recovery of compensation for loss incurred by the Purchaser;  
b) forfeiture or encashment of any other security or bond relating to the procurement;  
c) recovery of payments made by the Procuring Entity along with interest thereon at the prevailing rate;

iii) Provisions in addition to above,  
removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the Procuring Entity for a period not less than one year;

b) in case of anti-competitive practices, information for further processing may be filed by the Purchaser, with the Competition Commission of India;

c) initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

3.5 Furthermore, Bidders shall be aware of the provision stated in Clause 3 of the General Conditions of Contract.

#### **4. Eligible Bidders**

4.1 All bidders shall provide in Section IV, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide Consultant Services for the preparation or supervision of the procurement, and any of its affiliates, shall not be eligible to bid.



4.2 Bidders shall not be under Ban/Blacklisting/Debarment for corrupt and fraudulent practices or for lack in performance by any Government/Semi-Government entity.

4.3 A Bidder may be a firm that is a private entity, or combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the ITB, there is no limit on the number of members in a JV.

Compliance of Restrictions under Rule 144 (xi) of GFR 2017: Restrictions on procurement from a bidder of a country which shares a land border with India

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority, as specified in Rule 144 (xi) of GFR 2017.

“Bidder” (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

“Bidder from a country which shares a land border with India” for the purpose of this Order means: -

An entity incorporated, established, or registered in such a country; or

A subsidiary of an entity incorporated, established, or registered in such a country; or

An entity substantially controlled through entities incorporated, established, or registered in such a country; or  
An entity whose beneficial owner is situated in such a country; or

An Indian (or other) agent of such an entity; or

A natural person who is a citizen of such a country; or

A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

The beneficial owner for the purpose of (iii) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—

“Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company;

“Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or share holders agreements or voting agreements;

In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of

or

entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land

border with India unless such contractor is registered with the Competent Authority.

4.5 Make in India Order: Orders issued by the Government of India regarding eligibility to participate and for purchase preference to “Local Suppliers” to encourage ‘Make in India’ and promote manufacturing and production of goods and services in India, shall apply to this procurement.

Based on the Make in India Policy, classes of local/ non-local Suppliers eligible to participate in tender shall be declared in AITB. If not so declared only Class-I and Class-II local Supplier shall be eligible to participate and not non-local Suppliers.

4.6 Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**5. One Bid Per Bidder**

5.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture (If allowed in ITB 17). A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder’s participation to be disqualified.

**B. Contents of Bidding Document**

**6. Sections of Bidding Documents**

6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

**PART 1 Bidding Procedures**

Section I. Instructions to Bidders (ITB)

Section II. Amendment to Instruction to Bidder(AITB)

Section III. Evaluation and Qualification Criteria

Section IV. Bidding Forms

**PART 2 Supply Requirements**

Section V. Schedule of Requirements

**PART 3 Contract**

Section VI. General Conditions of Contract (GCC)

Section VII. Special Conditions of Contract (SCC)

Section VIII. Contract Forms

- 6.2 The NOTICE INVITING BIDS issued by the Purchaser is not part of the Bidding Document.
- 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

**7. Clarification of Bidding Documents**

- 7.1 The electronic bidding system specified in the ITB provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser through CPP portal. Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response | Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document.

**8. Amendment of Bidding Documents**

- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in AITB.
- 8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to all the bidders.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2

## C. Preparation of Bids

**9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

**10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in Hindi or English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into Hindi or English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**11. Documents Comprising the Bid** 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.

11.2 **The Technical Part** shall contain the following:

- (a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;
- (b) Bid Security, in accordance with ITB Clause 19.1, if required;
- (c) Alternative bids– Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;
- (d) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;
- (e) Documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
- (f) Documentary evidence in accordance with ITB 17

- establishing the Bidder's eligibility to bid;
- (g) Documentary evidence in accordance with ITB Clauses 16, that the Services conform to the Bidding Documents; and
- (h) Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.
- (i) Any other document **required in the AITB.**

11.3 The **Financial Part** shall contain the following:

- (a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;
- (b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;
- (c) Alternative Bid – Financial Part; if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and
- (d) Any other document required in the AITB.

The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.

11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

## **12. Process of Bid Submission**

12.1 The Letter of Bid – technical Part, Letter of Bid – Financial Part and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.

**12.3 Submission of Original Documents:** The bidders are required to separately submit (i) written confirmation

authorizing the signatory of the Bid to commit the Bidder as per ITB Clause 11.2(d); (ii) original bid security declaration form in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office **specified in the AITB**, before the opening of the technical part of the Bid, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted.

- 13. Alternative Bids** 13.1 Unless otherwise **specified in the AITB**, alternative bids shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below:
- 14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.
- 14.4 DELETED
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the AITB**. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the AITB, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts)
- 14.7 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the locations of required Services and its surroundings and obtain all

information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the locations of required Services and its surroundings shall be at the Bidder's own expense.

14.8 Prices shall be quoted in excel sheet available with Bid document on CPP portal as specified in the Price Schedule included in Section IV, Bidding Forms. Prices shall be entered in the following manner:

(i) Bidder shall fill in rates and prices for all items of the Services described in the Specifications, and listed in the Activity Schedule in Section V, Schedule of Requirements. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule

(ii) All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the total Bid price submitted by the Bidder.

#### 14.9 **Deemed Exemption Benefits**

Bidders may like to ascertain availability of tax/duty exemption benefits, if any. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.

Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as proforma stipulated in Section IV Bidding Forms.

If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection.



- 15. Currencies of Bid & Payment** 15.1 The Bidder shall quote the Price in Indian Rupees only.
- 16. Documents Establishing the Eligibility and conformity of the Services** 16.1 To establish the conformity of the Non-Consulting Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
- 16.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V, Schedule of Requirements.
- 17. Documents Establishing the Eligibility & Qualifications of the Bidder** 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms.
- 17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction: that the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification;
- 17.3 All Bidder shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology work plan and schedule.
- 18. Period of Validity of Bids** 18.1 Bids shall remain valid for the period **specified in the AITB** after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder

granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause

## 19. Bid Security

- 19.1 The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as **specified in the AITB**.
- 19.2 Not used.
- 19.3 The Bid Security shall be in the amount **specified in the AITB** and denominated in Indian Rupees or a freely convertible currency, and shall:
- (a) at the bidder's option, be in the form of either a certified check, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified **in the AITB**;
  - (b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;
  - (c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;
  - (d) be submitted in its original form; copies will not be accepted;
  - (e) Remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.
- 19.4 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.
- 19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.

- 19.7 The Bid Security may be forfeited:
- (a) if a Bidder
    - (iii) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2; OR
    - (iv) does not accept the correction of errors in pursuant to ITB 35, OR
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB Clause 43; or
    - (ii) Furnish a Performance Security in accordance with ITB Clause 44.
- 19.8 The start-ups and MSEs are exempted from payment of Earnest Money Deposit (EMD) & tender fees. However, start-ups and MSEs participating in the tender must submit valid & authorized copy of certificate of registration with relevant authorities and nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender. Traders/ resellers/ distributors/ authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.
- 19.9 If a bid security is **not required in the AITB**, and
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or
  - (b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;
  - (c) if the Purchaser comes to a conclusion that a (prospective) bidder (including members of Joint Venture/Sub-contractor)/contractor/supplier/consultant/ service provider, directly or through an agent, has violated this Code of Integrity in completing the contract.

The Employer may, **if provided for in the AITB**, declare the Bidder ineligible to be awarded a contract and will be suspended for the period of time **as stated in AITB** in from being eligible to submit Bids/Proposals for contract with the

Procuring Entity.

## 20 Format and Signing of Bid

The Bidder shall prepare the Bid as per details given in ITB

- 20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation **as specified in the AITB** and shall be uploaded along with the bid.
- 20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal.

### D. Online Submission of Bids

## 21 Preparation of Bids

- 21.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in AITB 7.1. Detailed guidelines for viewing bids and submission of online bids are given on the website. The NOTICE INVITING BIDS under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the NOTICE INVITING BIDS and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) obtained from any authorised certifying agency of Government of India (for class of DSC **specified in AITB**). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid; otherwise the bid will be rejected.
- 21.2 The completed bid comprising of documents indicated in ITB 11, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.
- 21.3 All the documents are required to be signed digitally by

the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.

21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive.

**22 Deadline for Submission of Bids**

22.1 Bids must be uploaded online no later than the date and time **specified in the AITB**.

22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**23 Late Bids**

The electronic bidding system would not allow any late submission of bids after due date & time as per server time.

**24 Withdrawal, Substitution, and Modification of Bids**

24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed **if specified in AITB**).

24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.

24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part) or any extension thereof.

**25 Public Opening of Technical Parts of Bids**

25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the AITB, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in

the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.

In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.

25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids – Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation.

**25.3 If provided for in the AITB**, Bidders will be asked to demonstrate their proposed solution to technical evaluation committee, **as per procedure specified in the AITB.**

## **E. Evaluation of Bids – General Provisions**

### **26 Confidentiality**

26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.

26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

### **27 Clarification of Bids**

27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices in the Activity Schedule, and other information that the Employer may require. Any clarification submitted by a

Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.

27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

**28 Deviations, Reservations, Omissions**

28.1 During the evaluation of bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and

"Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

**29 Nonconformities, Errors and Omissions**

29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities or omissions in the Bid which do not constitute a material deviation, reservation or Omission.

29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the AITB.**

**30 Evaluation of Technical Parts**

30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and

Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.

**31 Determination of Responsiveness**

31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.

31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) If accepted, would

(i) affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

(b) If rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.

31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 3.9), Correction of Defects and Lack of Performance Penalty (GCC Clause 7.1), Force Majeure (Clause 2.5), Applicable law (GCC Clause 1.2) and Taxes & Duties (GCC Clause 1.8) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not



subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

**32 Qualification of the Bidders**

32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, who's Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.

32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening

**33 Public Opening of Financial Parts**

33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and approval of Competent authority, the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:

- (a) their Technical Part of Bid failed to meet the requirements of the bidding document;
- (b) their Financial Part of the Bid shall not be opened; and
- (c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.

33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been

evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:

- (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;
- (b) their Financial Part of Bid will be opened at the public opening of Financial Parts;
- (c) Notify them of the date and time of the second public opening of the Financial Parts of the Bids, **as specified in the AITB.**

33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.

In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.

33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation.

#### **34 Evaluation of Financial Parts**

34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following:

- (a) evaluation will be done for Items or Lots (contracts), as specified **in the AITB**; and the Bid Price as quoted in accordance with ITB 14;
- (b) Not used;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;

- (d) Not used;
  - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3; and
  - (f) the additional evaluation factors **specified in the AITB** as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.
- 34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid – Financial Part, is specified in Section III, Evaluation and Qualification Criteria.
- 34.4 Not used
- 34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of procurement of Service. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the AITB** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f).
- 34.6 Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.
- 35 Correction of Arithmetical Errors**      35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction.
- 36 Conversion to Single Currency**      36.1 Not applicable.
- 37 Preference**      37.1. From time to time, the Government of India lays down

procurement policies to help inclusive national economic growth by providing long-term support to small and medium enterprises and disadvantaged sections of society and to address environmental concerns. The Procurement Policy for Micro and Small Enterprises, 2012 has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. The Purchaser reserves the right to give the purchase preference to small-scale sector, start-ups or central public sector undertakings, as per the instruction of Govt. of India in vogue while allotment of work.

37.2. Ministry of Electronics and Information Technology (MeitY) had notified a policy (subsequently revised) for Preferential Market Access (PMA) in Government procurement for Domestically Manufactured Electronic Products (DMEP), having a specified minimum domestic Value Addition (VA) for notified items of Electronics and Networking. To avail benefits of the domestic preference under 'DMEP' policy under notification no. F.No. 33(3)/2013-IPHW Dated 22<sup>nd</sup> may.2014, bidder may prefer details in as specified in the **AITB**.

- |  |   |
|--|---|
| <b>38 Comparison of Financial Parts</b>                                      | The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34.  |
| <b>39 Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids</b> | 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |

#### **F. Award of Contract**

- |  |   |
|--|---|
| <b>40 Empanelment of Agencies</b>                | 40.1 Subject to ITB 39.1, the lowest rate L1 for each lot as evaluated in accordance with ITB 38.1, will be treated as the "Discovered Rate". Once the lot-wise discovered rates are identified, Bidders, declared technically qualified as per ITB 34, will be asked to agree to the lot-wise discovered rates. The bidder accepting the Discovered Rate shall be empaneled as the service providers for respective lot. |
| <b>41 Award of contract/distribution of work</b> | 41.1 After accepting terms of empanelment, allotment/distribution of work shall be carried out by concerned Project Office/State office of Survey of India.<br><br>41.2 The distribution of the services shall be based on available quantum of work, Geographical proximity,   |

quality of the service, performance of agency and customer satisfaction.

41.3 Purchaser reserves right to give purchase preference in accordance with ITB 37.

**42 Notification of Award, Publication of Award & Recourse to Unsuccessful Bidders**

42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted for empanelment. The notification letter (hereinafter called "Letter of Empanelment") shall specify the rate that the purchaser will pay in consideration of the supply of Services (hereinafter called "the Empanelment Rate").

42.2 At the same time the Purchaser shall publish in Central Public Procurement Portal <https://eprocure.gov.in/cppp/> or on the Purchaser's website with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the Bidder whose Bid has been accepted for empanelment, and the Empanelment Rate, as well as the duration of empanelment and summary scope of the work to be awarded.

42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected for empanelment.

42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

42.5 Upon the empaneled Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5

42.6 If after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should

address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful Bidder.

**43 Signing of Contract**

Promptly after notification, the Purchaser shall send the empaneled Bidder the Contract Agreement for empanelment.

43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the empaneled Bidder shall sign, date, and return it to the Purchaser.

**44 Performance Security**

Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the empaneled Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII Contract forms, or another Form acceptable to the Purchaser. Failure of the empaneled Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

**45 Adjudicator**

45.1 Employer proposes the person **named in the AITB** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the AITB**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

**SECTION II –AMENDMENT TO INSTRUCTION TO BIDDER (AITB)**

*The following specific data for the goods/Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.*

**ITB Clause Reference****A. General**

**ITB 1.1** The Employer is  
Surveyor General of India  
Office of the Surveyor General of India,  
Hathibarkala Estate, DEHRADUN, PIN – 248 001

**ITB 1.1** The name and identification number of the RFE is:

The number, identification and names of the contract comprising this RFE is:

**EMPANELMENT OF FIRMS FOR SERVICES TO GENERATE ORTHO RECTIFIED IMAGERY USING RPAS/DRONE**

specified in Section V Schedule of Requirement and as per Sub-section 3 Technical Specification.

<b>Scope of work</b>	<b>Category of Services/Lot</b>	<b>Tentative Area under empanelment</b>	<b>Bid Security in Rs</b>
<i>Image Capturing using Drone including provision of Ground Control and Delivery of quality Ortho Rectified Image (ORI) and DEM.</i>	<b>Area 1:</b> Abadi Cluster with Abadi area upto 1.0 sq km of Each Village being mapped under SVAMITVA Project	1,50,000 sq km spread over states and Union Territories of India	N A
	<b>Area 2:</b> Contiguous area, any area other than those as defined under Area 1	1,00,000 sq km spread over states and Union Territories of India	N A

*# Area figures provided above with tender document is indicative. Final Aol will be provided to the Service Provider at the time of award of work.*

The scope of work includes:

- Planning and Provision of ground control points by either Dual frequency GNSS receivers in relative static positioning mode OR by using existing Network RTK CORS with Dual frequency RTK rovers required for Drone survey.
- Planning and execution of Drone Survey with Professional survey grade PPK enabled Drones (with onboard GPS/GNSS receiver having both L1, L2 carrier frequencies).
  - Mission planning
  - Data acquisition, Data geo-tagging,
  - Data Post processing with suitable software,
  - Ortho Rectified Image (ORI)
- QA/QC at each stage of work and for the whole work
- Data management including daily incremental backup, monthly full backup of data as per the back-up plan submitted by the Service Provider and approved by the Engineer.
- Delivery of products (softcopy) as per list of deliverables and delivery instructions.

The Intended Empanelment period is Twenty Four (24) months from the date of 'Commencement of Service'.

- ITB 1.2(a)** The Purchaser shall use the electronic-procurement system specified in AITB 7.1 to manage this Bidding process.
- ITB 2.1** **EMPANELMENT OF FIRMS FOR SERVICES TO GENERATE ORTHO RECTIFIED IMAGERY USING RPAS/DRONE is being carried out for by Survey of India for Svamitva Project, Large Scale Mapping Projects being carried out in different parts of country and other Departmental activities.**
- ITB 4.3** The bidders are allowed to form Joint ventures for submission of the bid. The maximum number of Partners in the J.V. can be two or three.
- ITB 4.5** Only Class-I and Class-II local Suppliers, as defined in Make in India order, shall be eligible to participate. For purpose of this order Minimum Local content for Class I and Class II local Supplier will be 50% and 20% respectively.

## **B. Contents of Bidding Documents**



**ITB 7.1 Electronic –Procurement System**

The Purchaser shall use the following electronic-procurement system to manage this Bidding process:

CPP Portal <https://eprocure.gov.in/eprocure/app>

**ITB 7.1 (a) A pre-bid meeting will be held:**

**Additional clause.**

- A pre-bid meeting will be held: yes
- A pre-bid meeting will be held on 24/09/2021 at 14:30 hours at conference room of Survey (Air) & Delhi Geo-spatial Data Centre, Survey of India, West Block No.4, R.K. Puram, New Delhi PIN – 110066 to clarify the issues and to answer queries on any matter that may be raised at that stage. Prospective Bidders, if cannot attend pre-bid meeting, may ask clarification on the Bidding Documents through CPP portal on or before 14/09/2021, 18.00 hrs.
- Description of clarification sought and the response of the Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Bidders are also advised to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. Clarifications requested through any other mode or after said due date shall not be considered by the Purchaser.

**ITB 8.1** The addendum will appear on the e-procurement system under CPP Portal and email notification is also automatically sent to those bidders who have started working on this tender.

**C. Preparation of Bids**

**ITB 11.2(j)** The Bidder shall submit the following additional documents in its bid – technical part:

1. Certification of incorporation of the bidder.
2. As e- procurement system is being used, there is no hard copy submission of bid. Only the hard copy of written confirmation authorizing the signatory of the Bid to commit the Bidder as per ITB Clause 11.2(d) i.e. the power of attorney, Bid Security Declaration Form, original affidavit regarding correctness of information furnished with bid document.
3. The bidder shall clearly confirm that all facilities including key and critical equipment (owned or leased or by procurement) as specified in section III exist with him for inspection and testing and these can be accessed by the Purchaser or his representative for

inspection.

4. Technical schedules of services as required by technical specifications.
5. Qualification information including key personnel, Method Statement, Work Plan & Schedule as per section IV to meet employer technical specifications as per Section V to demonstrate substantial responsiveness of the Services.
6. The following details shall also be provided by Indian Bidders:
  - a. Name, address, PAN and ward/circle where they are being assessed of the Directors of the Bidding Company.
  - b. Company's PAN and Income Tax clearance certificate and ward/circle where it is being assessed,
  - c. Registration details of the company under GST, local and Central Sales Tax, and other laws as may be applicable.
7. The bidders from outside India shall provide the corresponding details of Income Tax registration, Social Security Number, details regarding Registration under goods & services tax (as may be applicable) etc.
8. The bidder shall disclose instance of previous past performance that may have resulted into adverse actions taken against the bidder during the last five years.
9. All documents required in Section III: Evaluation & Qualification Criteria
10. All Forms as required in Section IV

**ITB 11.3(d)** The Bidder shall submit the following additional documents in its bid – financial part:

*No additional document required.*

**ITB 12.1 and 12.2** **Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-portal. Price schedule is available in .xls file along with bid document. Bidder need to download it, fill up necessary cells and after validation upload filled .xls file in BOQ folder of financial bid after signing it digitally. Please note that no documents related to price should be uploaded in Technical Bid. The rest of the forms shall be downloaded by the bidders and filled up. The filled up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.

- ITB 12.3** For submission of original documents, the Purchaser's address is:  
Attention: Director  
**Address** office of Director Survey (Air) & Delhi Geo-spatial Data Centre, Survey of India, West Block No.4, R.K. Puram, New Delhi PIN – 110 066  
Country: INDIA
- ITB 13.1** Alternative Bids *shall not be* considered.
- ITB 14.5** The prices quoted by the Bidder *shall not* be subject to adjustment during the performance of the Contract.
- ITB 14.9** As per latest instructions of Government of India.
- ITB 17.2 (b) (i)** *Not Applicable*
- ITB 17.2 (b)iii** *Not applicable*
- ITB 18.1** The bid validity period shall be 120 Days.
- ITB 19.1** Bid shall include a Bid Security Declaration Form included in Section IV Bidding Forms.
- ITB 19.3** The Bid Security Declaration Form as per Section IV Bidding Forms and other document as per ITB 12.3, must be submitted to following Address  
Address: office of Director Survey (Air) & Delhi Geo-spatial Data Centre, Survey of India, West Block No.4, R.K. Puram, New Delhi PIN – 110 066
- ITB 19.3 (a)** Other type of acceptable securities are:  
Bank Guarantee in required as per proforma in Section IV.  
From a Nationalized /Scheduled Bank in India
- ITB 19.9** Bid security is not required to be submitted by the start-ups and MSMEs. However if such a bidder performs any of the actions prescribed in ITB 19.9 (a) or (b), they will be suspended for the 2 year date of award of penalty from being eligible to submit Bids/Proposals for contracts with the Procuring Entity.
- ITB 20.1** Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in AITB 7.1
- ITB 20.2** The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney.

#### D. Online Submission and Opening of Bids

**ITB 21.1** Class of DSC required is: Class III

**ITB 21.2** The inner and outer envelopes shall bear the following additional identification marks: ***Not applicable because e-tendering system will take place***

However, the Envelope for submitting Document as per ITB 12.3 shall bear the following:

ORIGINAL DOCUMENTS AS PER CLAUSE 12.3 for

#### **EMPANELMENT OF FIRMS FOR SERVICES TO GENERATE ORTHO RECTIFIED IMAGERY USING RPAS/DRONE**

OTE No. is 1390/37-G-15

And will be submitted to following Address

**Address** office of Director Survey (Air) & Delhi Geo-spatial Data Centre, Survey of India, West Block No.4, R.K. Puram, New Delhi PIN – 110 066

**ITB 22.1** The deadline for uploading of bids is:

Date: 21/10/2021 Time:10:00hrs

**ITB 24.1** Re-submission of the bid is not allowed, if withdrawn.

#### **E. Public Opening of Technical Parts of Bids**

**ITB 25.1** The online opening of the Technical Parts of Bids shall take place at:

**Address:** Office of Director Survey (Air) & Delhi Geo-spatial Data Centre, Survey of India, West Block No.4, R.K. Puram, New Delhi PIN – 110 066

Date: 22/10/2021 Time: 11:00 a.m.

**ITB 25.3** Bidders are required to demonstrate tendered solution to Technical evaluation committee and / or purchase committee. Demonstration shall be conducted at place to be intimated later.

Date, time and place of demonstration will be notified after opening of the Technical Parts of the Bids

Bidders are required to bring all necessary manpower equipment required for acquisition of Images using RPAS/Drone for said

demonstration.

In demonstration, bidder will be required to acquire an area of 2 chuna marked Abadi villages (upto total area of 2 sq km) with 80% forward overlap & 70% side overlap, within 2hrs with single RPAS/Drone. Bidder will be required to conduct said demonstration with all Models of RPAS/Drone separately, proposed to be offered for empanelment.

In case the Bidder turned up for demonstration but acquisition as desired in above paras could not be completed on designated date, due to reasons beyond control of Purchaser or bidder, alternative date for demonstration will be given. However, no consideration will be made for (i) any event which is caused by the negligence or intentional action of a bidder or its employees, or (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of demonstration, and avoid or overcome in carrying out of its obligations of demonstration under RFE.

At least 2 Nos of Control Points and minimum 5 Nos of Check point will be required to be provided by Bidder in area of Demonstration. This activity is required to be completed well before demonstration of Data acquisition. Bidders are required to Process and generate ORI and DEM of Area of Demonstration, and Deliver them with all raw data and other intermediary data generated during processing including raw GNSS data of Control point and check points, to Technical evaluation committee within 3 days of Date of Demonstration.

Failure to demonstrate the solution on the stipulated day without any genuine reason (which is to be intimated in advance and should be acceptable to the purchaser) or failure to submit deliverables within stipulated time will mean that the bidder is not interested in SUPPLY OF SERVICES & the Bid would be liable for rejection. In case of genuine reason only one more chance for demonstration will be given.

Delivered ORI and DEM will be checked for Key Quality parameter as specified in Section III Evaluation and Qualification Criterion. Failure to meet any of Key Quality parameter or intended out turn, bid will be rejected even if it is meeting all requirement of RFE.

## **F. Evaluation of Bids – General Provisions**

### **ITB 29.3**

The adjustment shall be based on the Average price of the item or component as quoted in other substantially responsive Bids, subject to a maximum of the estimated price of the item. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.

## **H. Public Opening of Financial Parts of Bids**

**ITB 33.2 I** Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.

The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at:

**Address:** office of Director Survey (Air) & Delhi Geo-spatial Data Centre, Survey of India, West Block No.4, R.K. Puram, New Delhi PIN – 110 066

Shall be notified after completion of the evaluation of the Technical Parts of the Bids, and approval of competent authority.

#### **I. Evaluation and Comparison of Bids**

**ITB 34.1(a)** Bids will be evaluated for each lot (contract) separately

**ITB 34.3** Bidders **shall** be allowed to quote separate prices for different lots.

*Refer to Clause 2 of Section III Evaluation and Qualification Criteria, for the evaluation methodology for Multiple Contracts.*

**ITB 34.5** Deleted

**ITB 37.2** Services required in scope of this RFE, do not falls under Domestically Manufactured Electronic Products. Hence Purchase preference under DMEP policy will not be applicable in this procurement.

#### **J. Award of Contract**

**ITB 40.0** The RFE is exclusively for the empanelment of the Firms. The purchaser reserves the right to award the work to any of the empaneled Firm, based on the General Eligibility and Technical Eligibility as mentioned in Schedule V.

**ITB 45** The Adjudicator will be a Person nominated by Surveyor General of India whose fees shall be governed by the Article 11 of 'Arbitration and Conciliation (Amendment) Act 2015' as given below:

<b>Sum in Dispute</b>	<b>Model Fee</b>
Up to Rs.5,00,000	Rs. 45,000
Above Rs.5,00,000 and Up to Rs. 20,00,000	Rs. 45,000 plus 3.5 per cent of the claim amount over and above Rs. 5,00,000
Above Rs. 20,00,000 and up to Rs. 1,00,00,000	Rs.97,500 plus 3 per cent of the claim amount over and above Rs. 20,00,000
Above Rs. 1,00,000 and up to 10,00,000	Rs. 3,37,500 plus 1 per cent of the claim amount over and above Rs. 1,00,00,000
Above Rs. 10,00,00,000 and up to Rs. 20,00,00,000	Rs.12,37,500 plus 0.75 per cent of the claim amount over and above Rs. 10,00,00,000
Above Rs. 20,00,00,000	Rs. 19,87,500 plus 0.5 per cent of the claim amount over and above Rs.20,00,00,000 with a ceiling of Rs. 30,00,000

## SECTION III. EVALUATION AND QUALIFICATION CRITERIA

*This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser shall use to evaluate a bid and determine whether a Bidder qualifies in accordance with criteria specified in this bidding document. No other criteria shall be used.*

- 1. Evaluation Criteria (ITB 34)** Evaluation of the eligibility criteria for the responsiveness of the RFE will be done by the purchaser based upon the General Eligibility Criteria and Technical Eligibility Criteria elaborated subsequently in Section V Schedule of Requirements.

The General Eligibility Criteria will carry a weightage of 30 Marks. A Firm has to score minimum of 60% i.e. 18 Marks to get selected in the General Eligibility Criteria and considered for the evaluation under Technical Eligibility Criteria. The Technical Eligibility Criteria will carry a weightage of 70 Marks. A Firm has to score minimum of 80%, i.e. 56 Marks to be finally considered for empanelment.

The RFE is exclusively for the empanelment of the Firms. The purchaser reserves the right to award the work to any of the empaneled Firm, based on the available quantum of work, Geographical proximity, quality of the service, performance of agency, customer satisfaction and purchase preference as per Govt. of India orders in vogue.

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section V, Schedule of Requirements.

- 2. Multiple Contracts (ITB 30.4)** The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the qualification criteria (this Section III, Sub-Section 3 Qualification Criteria (ITB 32.1))

The Purchaser shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 14.6
- (b) take into account:
  - (i) the lowest-evaluated bid for each lot and
  - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid"



- 3. Qualification Criteria (ITB 32.1)** The Purchaser shall assess each Bid against the following Qualification Criteria Requirements for selection of agency for Empanelment of Firm for Drone as a Service for ORI generation for large scale mapping using RPAS/Drone technology. The purchaser can seek additional information from the bidder, if needed.

**3.1. The Bidder's Assets** (equipment and technically qualified manpower)

**a) Instrument and Software:**

Professional survey grade PPK enabled UAS/Drone – Bidder must have minimum 5 nos. of Professional survey grade PPK enabled RPAS/Drone (with onboard GPS/GNSS receiver having both L1, L2 carrier frequencies and IMU) at the time of submission of bid(owned/leased/to be procured) and submit documentary proof of availability of Drones. Further the bidder will submit an undertaking on its letter head with authorized signature in original that they will engage 20 Nos. of Drones as stipulated in the bid document after award of work. Supporting documents should consist of copy of the valid proof of ownership / to be leased / to be procured of each drone to be engaged for providing services along with DAN number of each drone. However, while further augmenting number of Drones under empanelment, if make and model of newly engaged drones are different than as presented during demonstration under technical evaluation or in subsequent stages, bidders will be required to meet Demonstration criteria of any single unit of each such make and model of newly engaged drones.

- i. GNSS receiver: Capable of tracking and logging Multi frequency& multi constellation signals (minimum 5 sets) OR RTK rovers. Bidder must have minimum 5 GNSS receiver equipment as one each GNSS Receiver/RTK Rover will be required for Geo- Positioning and Geo-tagging of images with each drone wherever CORS coverage will be available. In other areas for Geo- Positioning and Geo-tagging of images with each drone 5 sets of such GNSS Receiver will be required. Accordingly for engaging 20 No. of Drones , the undertaking can be submitted by the bidder with Supporting documents consisting of copy of the valid proof of ownership / to be leased / to be procured required no. of GNSS Receiver/RTK Rover with each drone to be engaged for providing Services.
- ii. Work stations: Minimum 5no's, Bidder must have minimum 5 Middle level Workstations with requisite Drone data/image processing software to process the Geo-tagged images to generate ORI quickly and for the rest of the infrastructure requirement for the purpose an undertaking can be

submitted by the bidder OR An agreement with the MEITY empanelment cloud Service provider in case service provider chooses to process and store data in cloud. The minimum required infrastructure should be available with the bidder to provide ORI of Drone surveyed villages within 3 days of data/image acquisition in each case. The undertaking can be submitted by the bidder with Supporting documents consisting of copy of the valid proof of ownership / to be leased / to be procured required infrastructure to supply ORI of Drone surveyed villages within 3 days of data/image acquisition in each case.

- iii. Network Storage System: 01(one) no. of Minimum 100 TB (in RAID 5 configuration) OR an agreement with the MEITY empanelment cloud provider in case service provider chooses to process and store data in cloud.
  - iv. Servers: minimum 01 nos.
  - v. Software: Minimum 5 no Software for post processing like Px4D or AGI soft .Bidder must have minimum 5 no. of Drone data processing software licenses and for the rest the undertaking can be submitted by the bidder to deploy required no. of software licenses with Supporting documents consisting of copy of the valid proof of ownership / to be leased / to be procured .The minimum required no. of Software licenses should be available with the bidder to provide ORI of Drone surveyed villages within 3 days of data/image acquisition in each case.
- b) **Manpower**: The minimum Qualification and number of key-personnel proposed to be deployed in the Project should be as follows. The numbers stated are the minimum required for qualification. Bidder/Service provider shall deploy sufficient additional resources as required to meet the timelines during actual execution. For the purpose of this Bid Document, Key Personnel shall include:
- i. Project Manager: At least 01 (one), Project Manager with minimum 3 years in working in projects of similar nature & complexity.
  - ii. Pilot: Minimum 5 (Five) with Pilot license as per Drone Rules 2021, issued under Gazette Notification dated 25<sup>th</sup> August 2021. Bidder/Service provider shall deploy sufficient additional resources as required to meet the timelines during actual execution. An undertaking is to be submitted by the bidder in this respect.
  - iii. Operator- Post-processing for generation ORI &DEM: At least 5(Five) technical persons having experience in post-

processing in projects of similar nature & complexity. Bidder/Service provider shall deploy sufficient additional resources as required to meet the timelines during actual execution. An undertaking is to be submitted by the bidder in this respect.

- iv. Ground Controller: At least 5 (Five), technical persons having required experience in GNSS observations and computation/processing. Bidder/Service provider shall deploy sufficient additional resources as required to meet the timelines during actual execution. An undertaking is to be submitted by the bidder in this respect.
- v. System Manager cum Data Manager: At least 01 (One) technical person having required experience in system management & Data Management in Data Production Centre
- vi. QA/QC Expert: Minimum 2 (Two) person having experience in post-processing of data in projects of similar nature & complexity.

3.2. **Bidder's Credentials**(Turn Over & Work Experience)

Methodology, Work Plan and Organization Staff Plan in response to the Terms of Reference:

- a) **Financial Capability**: The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

The Bidder /Lead Partner and JV/ Consortium member together must have Minimum Average Annual Turnover (MAAT) turnover of at least INR10Crores for during last three financial years as on 31st March 2021. (FY 18-19, FY 19-20 and FY 20-21). The Lead Bidder should meet 70% Turnover criteria. The bidder should also submit the concerned documents in support of the above to the satisfaction of the purchaser.

Capacity to have a cash flow: The bidder must provide a letter from a reputed Nationalized / Scheduled Bank stating the availability of liquid assets and/or credit facilities exclusively for the contract only, of not less than INR 1 (one) crore.

- i. MSME/Start UP: The Minimum required AVERAGE annual turnover for the last three (3) Financial Years i.e. 2018-19 to 2020-21 shall be INR 5 (Five) Crores. The bidder should also submit the concerned documents in support of the above to the satisfaction of the purchaser. Capacity to have a cash flow: The bidder must provide a letter from a reputed Nationalized / Scheduled Bank stating the availability of liquid assets and/or credit facilities exclusively for the

contract only, of not less than INR 50 lakh.

- ii. The financial turnover will be taken as given under the head "Income" in audited Profit and Loss Account and excluding non-recurring income, income from other sources and stock. It is clarified that the Financial Turnover means relevant revenue as recorded in the Income side of Profit and Loss Account. It does not mean Profit.
- iii. Closing stocks in whatsoever manner should not form part of turnover.
- iv. The Bidder should furnish Annual Financial Turnover for each of the last 3 Financial Years in tabular form and give reference of the document (with page no.) relied upon in support of meeting the Qualification Criterion.
- v. The Bidder should submit self-attested copy of Auditor's Report along with Balance Sheet and Profit and Loss Statement along with Schedules for the relevant Financial Year in which the minimum criterion is met. Provisional audit reports or certified statements will not be accepted.
- vi. If the Audited Balance Sheet for the immediately preceding year is not available in case of tender opened before 30<sup>th</sup> Sept., audited Balance Sheets, Profit and Loss Statements and other financial statements of the three Financial Years may be adopted for evaluating the credentials of the Bidder.

b) **Work Experience**::

- i. The Lead Bidder should have been engaged in the following category of Services for any State/ Central Government Organization / PSU/ ULB / Public limited companies in last 5 years in India.

Bidder must have experience as service provider in the provision of at least one service contract of GIS data development and surveying work with data acquisition using Aerial Platform including drone-based survey /Mobile LiDAR/DGPS or any Geospatial Services of similar nature and complexity and having a minimum value of Rs 2 Crore over the last 5 years. The Service Contract cited must necessarily include all activities viz. acquisition of raw data using aerial platform including Drone/UAV, post-processing of data for creation of ORI/DEM.

**OR**

Bidder must have experience as service provider in the provision of at least two service contracts GIS data development and surveying work with data acquisition using Aerial Platform including drone-based survey /Mobile

LiDAR/DGPS or any Geospatial Services of similar nature and complexity and having a minimum value of Rs. 1 Crore over the last 5 years. The two Service Contracts taken together must necessarily include all activities viz. acquisition of raw data using aerial platform including Drone/UAV, post-processing of data for creation of ORI/DEM.

- i. MSME/Start UP: Bidders registered with DIPP as Start-Up or having MSE certificate issued by relevant authority will be exempted from past experience criteria. However, Nature of services mentioned in MSE certificate should have similar services as mentioned in the scope of work of this tender.
- ii. Only such works shall be considered where physical completion of entire work is over or commissioning of work has been done, whichever is earlier.
- iii. The Bidder should submit the details of such similar completed works as following:
  - Name and address of client with contact details as email address/ Phone No.
  - Contract No. and Date.
  - Scheduled completion date and actual completion date.
  - Details of Complaint, if any, received from the purchaser about the performance of the Equipment/items.
- iv. Works carried out by another Service Provider on behalf of the Bidder on a back to back basis will not be considered for satisfaction of the Qualification Criterion by the Bidder.
- v. Credential certificates issued by Government Organizations / Semi Government Organizations of Central or State Government; or by Public Sector Undertakings/ Autonomous Bodies of Central/State Government or their subsidiaries / by Public Ltd. Companies listed in Stock exchange in India or Abroad or subsidiaries of such companies shall only be accepted for assessing the eligibility of a Tenderer. Certificates issued by one of the aforesaid organizations as a lead member (having equity stake of 51% or more) of a Joint Venture (JV) for a work executed for the JV, will also be acceptable. In case of PPP projects, if the bidder has executed a work for a concessionaire who is one of the aforesaid organizations, then the certificate issued by such concessionaire or by the public authority concerned, will also be acceptable.
- vi. The cutoff date shall be 31/03/2021.

- vii. The bidder should provide profile of their company including its Infrastructure, technical manpower and their expertise.
  - viii. The bidder or OEM must have office and firm arrangement in India to provide support as well as comprehensive management of work.
  - ix. The bidder should submit the details of agreements entered into with various manufacturers/partners for the equipment and providing services and their experience to meet the qualification & experience criterion for the turn-key solution. The bidder should have a back-end support agreement/arrangement with Drone Service providing partner for DGCA approved survey grade drones with trained pilots. Availability of at least 5 drones with pilots should be shown (Either own / Drone partner's possession of these should be established)
  - x. The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB however, for a joint venture to qualify the partner in charge must meet at least 70 percent of those minimum criteria for an individual Bidder and other partner at least 40% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. In order to avail exemption and preference given to MSME/Start up bidders, each of the partner of joint venture should have valid registration as MSME/Start up with appropriate authority.
- 3.3. **Demonstration** As part of qualification, bidders are required to demonstrate their capabilities by completing the task of Data Acquisition and provision of control point for area and method as specified in ITB 25.3 and produce DEM and ORI data as per specifications listed in the RFE. For said demonstration bidders are required to bring RPAS, Controller, GNSS equipment and all other requisite field instruments and accessories required to acquire ORI using RPAS/Drone and provide control/check points, to area designated by purchaser for said demonstration at date and time as detailed by purchaser. After acquisition of data bidders are required to submit desired ORI and other deliverables to Technical evaluation committee within 3 days of Date of Demonstration.
- 3.4. **Marking System for Evaluation:** For evaluation of bids following Marking system will be used

**General Eligibility Criteria: Total Marks 30**

Ser No	General Eligibility Criteria	Validating Document/ Instruction	Marking Criteria
1	The bidder must be either a registered sole proprietorship I partnership firm or a Company Registered under the Indian Companies Act, 1956/2013 and should be operational minimum for last 3 years in the field of operation as listed in Section-3 above.	Registration Certificate	For 3 Yrs it is 3 Marks
2	The bidder should be in the field of Land Surveying (Using survey grade instrument and Raw Geospatial Data processing using Industrial Grade S/W), Photogrammetric related Services(Acquiring Aerial/ Satellite imagery and Processing using Photogrammetric S/W), GIS creation, analysis, database management and providing GIS services to Central & State Govt. Departments & Organizations/ Nifty Listed Organizations India, for minimum 3 (Three) years.	Provide the detail as per ITB Clause 32.2 in format provided at Section IV	For 3 Yrs it is 3 Marks & extra @ 1 Marks/year maxed at 5
3	Bidder must have experience as service provider in the provision of at least one service contract in Drone Survey of similar nature and complexity and having a minimum value of Rs 2 Crore over the last 5 years <b>OR</b> at least two service contracts having a minimum value of Rs. 1 crore each over the last 5 years . The Service Contract cited must necessarily include all activities viz. acquisition of raw data by Drone, post-processing of data for creation of ORI/DEM. Bidders registered with DIPP as Start-Up or having MSE certificate issued by relevant authority will be exempted from past experience criteria. However, Nature of services mentioned in MSE certificate should have similar services as mentioned in the scope of work of this tender.	Provide the detail as per ITB Clause 32.2 in format provided at Section IV	For services of minimum value it is 6 Marks & extra @ 1 Marks per additional 1 Crore value of work maxed at 10

4	The Bidder/Lead Partner should have SO 9001:2015(QMS), ISO 27001:2013 (ISMS) & CMMI Level3 certificate for any one / more of the following services: Consulting and Implementation Services in the Field of Geospatial Solutions Including GIS Applications, Data Creation Using Imagery, Photogrammetry, Specialized Surveys, Drone / UAV Surveys, 3D Laser Scanning & Modelling, GPR, Engineering Survey, Analysis etc.	Valid copy of the Certificates: ISO 9001:2005 ISO 27001:2013 CMM Level 3	1 marks each for desired certification maxed at 3
5	The bidder or OEM must have office and firm arrangement in India to provide support as well as comprehensive management of work. The bidder should have at least one registered and physically verifiable office in any one city where Sol Geo-Spatial Data Centre is located.	Bidder to provide the certificate and address proof	Mandatory. No Marks
6	Bidder should have a valid GST registration	Bidder to provide the certificate	Mandatory. No Marks
7	The Bidder should not have been banned/ Black listed by any Central/ State Govt. and public sector Organization and may court of law or under a declaration of ineligibility for corrupt and fraudulent practice during the submission and evaluation of the bid.	Bidder to provide undertaking	Mandatory. No Marks
8	Bidder abides to adhere the following Major Labor Laws in India applicable to Establishment: (i) Workmen Compensation Act 1923 (ii) Payment of Gratuity Act 1972 (iii) Employees P.F. and Miscellaneous Provision Act 1952 (iv) Maternity Benefit Act 1951 (v) Contract Labor (Regulation & Abolition) Act 1970 (vi) Minimum Wages Act 1948 (vii) Payment of Wages Act 1936 (viii) Equal Remuneration Act 1979 (ix) Industrial Disputes Act 1947 (x) Industrial Employment (Standing Orders) Act 1946	Bidder to provide Certificate/ undertaking	Mandatory. No Marks



	(xi) Child Labor (Prohibition & Regulation) Act 1986		
9	The Bidder should have valid ESI registration certificate or employee group registration certificate as applicable	Bidder to provide Certificate.	Mandatory. No Marks
10	Bidder's minimum required AVERAGE annual turnover for the last three (3) Financial Years i.e. 2018-2019 to 2020-21 shall be INR 5.0 (Five) crore or an equivalent amount in other currency. For MSME/ Startup the amount will be 2.5 crore.	Provide the detail as per ITB Clause 32.2 in format provided at Section IV	Full marks 3. For 5.0 crore it is 1 marks, further for each 1 crore mark maxed at 5
11	Bidder's capacity to have a cash flow: The bidder must provide a letter from a reputed Nationalized / Scheduled Bank stating the availability of liquid assets and/or credit facilities exclusively for the contract only, of not less than INR 1 (one) crore. For MSME/ Startup the amount will be 50 Lacs	Provide the detail as per ITB Clause 32.2 in format provided at Section IV	Full marks 3. For 1 crore it is 1 marks, further for each 0.5 crore maxed at 4
12	The bidder should submit the details of agreements entered into with various manufacturers/partners for the equipment and providing services and their experience to meet the qualification & experience criterion for the turn-key solution	Provide the detail as per ITB Clause 32.2 in format provided at Section IV	Mandatory. No Marks
13	The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB however, for a joint venture to qualify the partner in charge must meet at least 70 percent of those minimum criteria for an individual Bidder and other partner at least 40% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. In order to avail exemption and preference given to MSME/Start up bidders, each of the partner of joint venture should have valid registration as MSME/Start up with appropriate authority.	Provide the detail as per ITB Clause 32.2 in format provided at Section IV	Mandatory. No Marks

**Technical Eligibility Criteria: Total 70 Marks**

Ser No	Eligibility Criteria	Validating Document/ Instruction	Marking Criteria
1	Survey Equipment		
1.1	GNSS Set with processing: 10 Nos i. Multi frequency & multi constellation GNSS receiver.	i. Technical Data Sheet ii. Field trial	For 10 Equipment, it is 3 Marks ,maxed at 3
1.2	RPAS with flight planning software: 5 Nos (VTOL. Fixed wing/ Multicopter/ Hybrid) i. Registered with DGCA and adhering to latest CAR guidelines ii. GSD $\leq$ 5cm	i. Technical Data Sheet ii. Undertaking iii. DAN, UIN details, Certificate from DGCA Demonstration/ Field Trial	For 5 Equipment, it is 3 Marks & extra @ 1 Marks/2 additional equipment maxed at 5
2	Accuracy		
2.1	Control Point monumented by GNSS i. Accuracy in NRTK x,y $\leq$ 8mm+0.5ppm; z $\leq$ 15mm+0.5ppm and Static x,y $\leq$ 3mm+0.1ppm; z $\leq$ 3.5mm+0.4ppm ii. Accuracy at 95% confidence level of x,y $\leq$ 1 cm and z $\leq$ 2 cm	i. Field evaluation  The bidder should do technical demonstration of the capabilities by completing the task for as specified in procedure under ITB 25.3.  Complete work should be done for required area and data to be submitted for evaluation, in accordance with ITB 25.3, Failure to do so or Failure to meet desired accuracy criteria will cause rejection of bid, even if bidder is meeting all requirement of RFE	6Marks
2.2	ORI and DEM obtained by processing acquired imagery by RPAS at flying Height $\leq$ 120m:	i. Field evaluation  The bidder should do technical	20 Marks

	<p>i. <math>RMSE_{x,y} \leq 4.085</math>;  <math>RMSE_z \leq 10.204</math></p> <p>ii. Accuracy at 95% confidence level of <math>x, y \leq 10</math> cm and <math>z \leq 20</math> with uniform distribution of minimum 5 Check points per sq.km of area covered</p>	<p>demonstration of the capabilities by completing the task for as specified in procedure under ITB 25.3.</p> <p>Complete work should be done for required area and data to be submitted for evaluation, in accordance with ITB 25.3, Failure to do so or Failure to meet desired accuracy criteria will cause rejection of bid, even bidder is meeting all requirement of RFE</p>	
3	Processing Infrastructure		
3.1	Mid level computer workstation to deliver the fast and efficient I/O, memory, processing, PCIe-based SSD storage, and visualization performance for large data sets and geospatial software applications	<p>i. Technical Data Sheet</p> <p>ii. Undertaking</p> <p>iii. Evaluation by Sol rep</p>	For 5 Equipment it is 3 Marks & extra @ 1 Marks/5 additional equipment maxed at 4
3.2	<p>1. Capture RGB, or multispectral images with any camera.</p> <p>2. Photogrammetry algorithms to transform aerial images in digital maps and 3D models.</p> <p>3. Tools for Photogrammetry in the ray-Cloud environment to assess, control and improve the quality of projects.</p> <p>4. Generate quality report to examine a preview of the generated results, calibration details, and other project quality indicators.</p> <p>5. Tools for accurate measurement of distances, areas, and volumes.</p>	<p>i. Technical Data Sheet</p> <p>ii. Undertaking</p> <p>iii. Evaluation by Sol rep</p>	For 5 Equipment, it is 3 Marks & extra @ 1 Marks/5 additional equipment maxed at 4
3.3	Server with NAS: 1 Nos each: Server with Minimum 100 TB (in RAID 5 configuration) OR An	<p>i. Technical Data Sheet</p> <p>ii. Undertaking</p>	For 1 equipment, it is 3 Marks & extra @ 1

	agreement with the MEITY empanelment cloud provider in case service provider chooses to process and store data in cloud	iii. Evaluation by Sol rep	Marks/ set maxed at 4
4	Manpower		
4.1	Project Manager: 1 Nos Minimum 3 years in working projects of similar nature & complexity.	Provide the detail as per ITB Clause 32.2 in format provided at Section IV, sub section 5	For 1 Person it is 3 Marks & extra @ 1 Marks/ person maxed at 4
4.2	Pilot RPAS: 5 Nos Qualified RPAS Pilot with license as per Drone Rules 2021, issued under Gazette Notification dated 25th August 2021	Provide the detail as per ITB Clause 32.2 in format provided at Section IV, sub section 5	For 5 Person it is 3 Marks & extra @ 1 Marks/5 person maxed at 4
4.3	Operator GNSS: 10 Nos Technical persons having minimum two years' experience in GNSS observations and computation/processing.	. Provide the detail as per ITB Clause 32.2 in format provided at Section IV, sub section 5	For 10 Person it is 3 Marks & extra @ 1 Marks/2 person maxed at 4
4.4	Operator Data Processing: 5 Nos Technical Persons having minimum Two years' experience in post-processing and in generation of ORI & DEM in projects of similar nature & complexity	Provide the detail as per ITB Clause 32.2 in format provided at Section IV, sub section 5	For 5 Person it is 3 Marks & extra @ 1 Marks/5 person maxed at 4
4.5	QA/QC Expert (1 for GNSS and 1 Nos for Data processing. Expert for GNSS & Data processing may be same.): Technical person having at least three years' experience in post-processing of data in projects of similar nature & complexity.	Provide the detail as per ITB Clause 32.2 in format provided at Section IV, sub section 5	For 1 Person it is 3 Marks & extra @ 1 Marks/ person maxed at 4
4.6	System Manager: 1Nos Technical person having minimum 2 years of experience in system management & Data Management in Data Production Centre	Provide the detail as per ITB Clause 32.2 in format provided at Section IV, sub section 5	For 1 Person it is 3 Marks & extra @ 1 Marks/ person maxed at 4

## SECTION IV BIDDING FORMS

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## 1. LETTER OF BID– TECHNICAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

**Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.**

*No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

NIT No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No. issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda]*;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Purchaser/any Government/Semi-Government entity in the Purchaser's country in accordance with ITB 4.2;
- (d) We have read ITB Clause 4.3 regarding Restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; We certify that this bidder is not from such a country or, if from such a country, has been registered with competent authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. *[Wherever applicable, evidence of valid registration with Competent Authority shall be attached.]*.
- (e) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Services ***[insert a brief description of the Services]***;
- (f) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (g) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (h) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative bids submitted in accordance with ITB 13;
- (i) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Survey of India or Govt. of India. Further, we are not ineligible under the Purchaser's Country laws or official regulations.
- (j) We confirm that [insert name proposed by Employer in the Bidding Data] Or We propose that [name proposed by bidder along with details] be appointed as \_\_\_\_\_ the Adjudicator
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (m) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."
- (n) We, along with all our sub-contractors and JV Partners, undertake to abide by the Code of Integrity in public Procurement of Government of India,

Name of the Bidder **[insert complete name of person signing the Bid]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* **[insert complete name of person duly authorized to sign the Bid]**

Title of the person signing the Bid **[insert complete title of the person signing the Bid]**

Signature of the person named above **[insert signature of person whose name and capacity are shown above]**

Date signed \_ **[insert date of signing]** day of **[insert month]**, **[insert year]**

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

## 2.LETTER OF BID- FINANCIAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

**Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.**

*No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

NIT No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part, we make the following additional declarations:

(a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) The Rate per sqkm of our Bid, is:

Rate quoted for Area 1 i.e. Abadi Clusters of the Bid **[insert the per sq Km Rate of the bid in words and figures];**

Rate quoted for Area 2 i.e. Contiguous area of the Bid **[insert the per sq Km Rate of the bid in words and figures];**

(c) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
(If none has been paid or is to be paid, indicate "none.")			

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder **[insert complete name of person signing the Bid]**



Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* **[insert complete name of person duly authorized to sign the Bid]**

Title of the person signing the Bid **[insert complete title of the person signing the Bid]**

Signature of the person named above **[insert signature of person whose name and capacity are shown above]**

Date signed \_ **[insert date of signing]** day of **[insert month]**, **[insert year]**

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

### 3. BIDDER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*  
 NIT No.: *[insert number of bidding process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
3. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
4. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
5. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
6. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1. <input type="checkbox"/> GST Registration. <input type="checkbox"/> Included are the organizational chart, a list of Board of Directors, and the beneficial ownership

## 4. BIDDER'S JV MEMBERS INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

NIT No.: *[insert number of bidding process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's Name <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's Country of Registration: <i>[insert JV Member's Country of Registration]</i>
4. Bidder's JV Member's Year of Registration: <i>[insert Bidder's JV Member's year of registration]</i>
5. Bidder's JV Member's Address in Country of Registration: <i>[insert Bidder's JV Member's address in country of registration]</i>
6. Bidder's JV Member's Authorized Representative Information Name: <i>[insert JV Member's Authorized Representative's name]</i> Address: <i>[insert JV Member's Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert JV Member's Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert JV Member's Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above.  <input type="checkbox"/> GST Registration.  <input type="checkbox"/> Included are the organizational chart, a list of Board of Directors, and the beneficial ownership

## 5. QUALIFICATION INFORMATION

### 1. Individual Bidders

1.1. Constitution or legal status of Bidder: *[attach copy]*

Place of registration: *[insert]*

Principal place of business: *[insert]*

Power of attorney of signatory of Bid: *[attach]*

1.2. Total annual volume of Services performed in five years, in the internationally traded currency specified in the AITB: *[insert]*

1.3. Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Type of Services provided and year of completion	% completed (in terms of payment received)

1.4. Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to Section III 3(a).

Note: - PI refer Section III for minimum requirement of equipment.

**Table 1.4: Equipment Details**

Item of equipment	Availability Proposal				Remarks (from whom to be leased/ purchase d)	Make in India compo nent in %
	Make & Model of Equipment / Name of software	Owned/ Leased/ To be procured	Nos.	Age/ Condition		
(a) Professional survey grade PPK enabled UAS/Drone						
(b) Dual Frequency GNSS receivers/RTK rover						
(c) Middle level Workstations						
(d) Network Storage system						
(g) Backup Device (Minimum 20 TB)						
(h) Servers						
(i) Software of Mission planning & drone flying						
(j) Post processing software for ORI & DEM						

1.5. Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to Section III 3(b) and GCC Clause 4.1.

**Table 1.5(a): No of Persons**

Sl. No.	Title of Position	Minimum required	No of Persons proposed	Years of experience in proposed position
1	Project Manager			
2	Pilot and Co Pilot			
3	Operator – Post-processing of ORI &DEM			
4	GNSS Controller			
5	System Manager cum Data Manager			
6	Expert QA/QC			

**Table 1.5(b): Names**

Sl. No.	Title of Position	Name	Employee ID No
1	Project Manager		
2	Pilot and Co Pilot		
3	Operator – Post-processing of ORI &DEM		
4	GNSS Controller		
5	System Manager cum Data Manager		
6	Expert QA/QC		

**Table 1.5(c): Resume of every Proposed Personnel**

<b>Name of Bidder:</b>			
Position:			
Personnel Information	Name:		Date of Birth:
	Professional Qualification:		
	General of Experience:		
	Experience in Proposed Position:		
Present	Name of Employer:		
	Address of Employer:		
	Telephone:	Contact (Manager/Personnel officer)	
	Fax:	E-mail:	
	Job Title:	Years with present employer	
Professional experience over the last 10 years:			
Period (From - To)	Company	Project Name & Description	Work Position &Description

1.6. Proposed subcontracts and firms involved. Refer to GCC Clause 3.5 and 4.1.

**Table 1.6: Details of Sub Contract**

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services

- 1.7. Financial reports for the last five years: balance sheets, profit and loss statements, auditors’ reports, etc. List below and attach copies.
- 1.8. Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per Section III
- 1.9. Name, address, and telephone, email, and facsimile numbers of banks that may provide references if contacted by the Employer.
- 1.10. Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

**Table 1.10: Details of Litigation**

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved

- 1.11. Statement of compliance with the requirements of ITB Sub-Clause 4.2.
- 1.12. Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents. Refer also to ITB 17.3.

**2. Joint Ventures**

- 2.1. The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.
- 2.2. The information in 1.12 above shall be provided for the joint venture.
- 2.3. Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
- 2.4. Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
  - a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
  - c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

**3. Additional Requirements**

3.1. Bidders should provide any additional information required in the AITB.

## **6. METHOD STATEMENT**

*[Bidder shall provide information give a presentation and write-up as per points listed below. The bidder shall furnish the sufficient details in respect of all headings/sub-headings and documentary evidences as per format given below.]*

**1. DRONE DATA ACQUISITION & POST-PROCESSING**

1.1. **Technology:** Details of Technology for Drone data Acquisition:

- a) Workflow showing various stages of work and their inter-dependencies.
- b) Details of Processes at every stage viz. planning, mission/flight planning, actual execution
- c) Best Practices that will be adopted at each stage
- d) Details of manual/semi-automatic/automatic QA/QC measures to be taken during/at end of each stage.
- e) Brief write up based on information provided on above points justifying the adequacy of processes and practices to meet the technical specifications stipulated in bid document. (fundamental & supplementary accuracy)

1.2. **Equipment:**

- a) Make, model and specifications of key equipment viz. UAS/DRONE, Onboard and base GNSS receivers, On-board IMU, Camera/Sensors for raw data acquisition, hardware & software to be used for flight planning, flight monitoring, and justification of equipment to meet the technical specifications stipulated in bid document.

1.3. **Details of Previous Work**

- a) Key Specifications of similar work executed by the bidder listed in section III in which Drone Technology has been. References to be cited of Indian & International Projects



(from bidder's own experience).

- b) Brief write-up based on information provided above clearly bringing out how by suitable modifications (if any) to the Flying/Acquisition parameters the specifications stipulated in this bid document shall be met requirements of this Project

**2. PROVISION  
OF GROUND  
CONTROL  
POINTS**

- 2.1. Density & distribution of Ground Stations to be established for correction to onboard GNSS
- 2.2. Equipment to be used for Observations
- 2.3. Hardware & Software to be used for computation
- 2.4. Description of observation methods
- 2.5. Description of computation method
- 2.6. Density and distribution of check-points for Internal QA/QC in order to meet the Fundamental & Supplemental accuracy stipulated in Section V

**3. POST  
PROCESSING**

- 3.1. Details of Hardware & IT Infrastructure to be set up in Production Centre justifying its adequacy to handle and store raw Data, key intermediate data, data under process and Processed Data/deliverables.
- 3.2. Software to be used for Post-Processing for generating ORI &DEM
- 3.3. Workflow showing various stages of Post-Processing and their interdependencies
- 3.4. Best Practices that will be adopted at each stage
- 3.5. Details of manual/semi-automatic/automatic QA/QC measures to be taken
- 3.6. Brief write-up based on information provided above justifying the adequacy of hardware, software, methods & processes proposed to meet the specifications stipulated in the bid-document

## 7. WORK PLAN & SCHEDULE

*[Bidder shall provide following information/details for their Work-Plan/Schedule. The information & details must be provided by the bidder as per format given below. The information shall be provided in sufficient detail in respect of all headings/sub-headings.]*

### **1. Resource Deployment**

- 1.1. Activity wise Effort Estimate viz. Raw Data Acquisition, Provision of Ground Control, Post-Processing, Generation of ORI and DEM.
- 1.2. Activity wise expected out-turns
- 1.3. Manpower resources proposed based on effort estimate calculation & expected out-turns for all the activities
- 1.4. Details of resource deployment for Internal QA/QC by the bidder shall also be provided.
- 1.5. Number of shifts proposed
- 1.6. Quantity of equipment (Drone fitted with on-board GNSS, Camera), instruments, hardware and software for every activity

### **2. Time Schedule**

- 2.1. Bidder shall provide outline the time-schedule of activities, their phasing and interrelations, milestones and delivery plan.
- 2.2. 3. Bidder shall provide details of resource deployment in similar services performed by them in previous projects to justify that the proposed work plan from their previous experience
- 2.3. 5. The work-plan, schedule and resource deployment has to be submitted separately for different lots/phase clearly bringing out the details of resources/works that are clubbed (if any).

## 8. Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

**DELETED**

## 9. BID SECURITY DECLARATION FORM

To,

The Director,

DSA&DGDC, Survey of India,

RK Puram, Delhi

Dear Sir,

Ref: Your OTE document No 1390/37-G-15 dated 13-09-2021

We, the undersigned, declare that:

We, M/s.....(herein referred as bidder)<sup>1</sup> understand that, according to bid document, bids may be supported with a Bid Securing Declaration, therefore rather than submitting the Earnest Money, bidder render the declaration that:-

Bidder will automatically be suspended from being eligible for bidding in any contract with any of office of the Survey of India, for the period of 2 years from the date of debarment, if bidder are in breach of any of the following obligation(s) under the bid conditions:-

(a) If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.

(b) In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this Bid Document or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including time lines for furnishing PBG) of this Bid Document.

© During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

(d) if the Purchaser comes to a conclusion that bidder (including members of Joint Venture/ Sub-Contractor)/ contractor/ supplier/ consultant/ service-provider), directly or through an agent, has violated Code of Integrity in competing for the contract.

Bidder understand that this declaration shall expire if Bidder is not the successful Bidder and on receipt of purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.

(Signature)

Authorized Signatory

Name : \_\_\_\_\_

Designation: \_\_\_\_\_

Office Seal: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Note: In the case of a JV, the bidder should be stated as “a Joint Venture consisting of ....., and .....”.

## 10. PROFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last five years)

Bid No. \_\_\_\_\_ Date of opening \_\_\_\_\_ Time \_\_\_\_\_ Hours  
 Name of the Firm \_\_\_\_\_

Order placed by (full address of Client)	Order No. and date	Description of services and quantity of ordered in terms of area	Value of order	Date of completion of service		Remarks indicating reasons for late delivery, if any	Attach a certificate from the concerned employer for satisfactory performance of service contract
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder \_\_\_\_\_

**Note:**

1. In support of having completed above works, attach self-attested copies of the completion certificate from the owner/client or Executing Agency / Consultant appointed by owner / Client indicating the name of work, the description of work done by the Bidder, date of start, date of completion (contractual & actual) and contract value as awarded and as executed by the Bidder. "Contract Value" shall mean gross value of the completed work including cost of materials supplied by the owner/client but excluding those supplied free of cost.
2. Credential certificates issued by Government Organizations/ Semi Government Organizations of Central or State Government; or by Public Sector Undertakings/Autonomous Bodies of Central/State Government or their subsidiaries / by Public Ltd. Companies listed in Stock exchange in India or Abroad shall only be accepted for assessing the eligibility of a Tenderer. Certificates issued by one of the aforesaid organizations as a lead member (having equity stake of 51% or more) of a Joint Venture (JV) for a work executed for the JV, will also be acceptable. In case of PPP projects, if the bidder has executed a work for a concessionaire who is one of the aforesaid organizations, then the certificate issued by such concessionaire or by the public authority concerned, will also be acceptable.
- 3 Information must be furnished for works carried out by the Bidder in his own name or proportionate share as member of a Joint Venture. In the latter case details of contract value including extent of financial participation by partners in that work should be furnished.
- 4 If a Bidder has got a work executed through a Subcontractor on a back to back basis, the Bidder cannot include such a work for his satisfying the Qualification Criterion even if the Client has issued a Completion Certificate in favour of that Bidder.
- 5 Use a separate sheet for each partner in case of a Joint Venture.
- 6.Only similar works completed during the last 5 years prior to the last stipulated date for submission of Bid, which meet the Qualification Criterion need be included in this list.

## 11. MII CONTENT FORM

SI no	Bill of Material (Service/ Equipment's/Material)	Cost of Services Sourced domestically or Equipment Material sourced from domestic manufacturers  In % to quoted price	% Total Cost of (Service/ Equipment's/Material)  In % to quoted price	Location where the local value addition has been carried out.
	<b>Total</b>			

## **PART 3 - SUPPLY REQUIREMENTS**



## SECTION V – SCHEDULE OF REQUIREMENTS

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## **1.LISTOF GOODS AND DELIVERY SCHEDULE**

Deleted

## 2. ACTIVITY SCHEDULE

Service	Description of Service	Quantity <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i> <i>[Insert after modifying as appropriate deleting inapplicable items from the following:]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>
Item 1	<b>Area 1:</b> Abadi Cluster with Abadi area upto 1.0 sq km of Each Village being mapped under SVAMITVA Project				
1.1	Provision of Ground controls including check points	100% of area	Sq. Km	As per the allotment of work	Within 7 days of Work order or before date of flying, whichever is earlier
1.2	Flying and Data Acquisition	100% of area	Sq. Km	As per the allotment of work	On day as indicated in work order
1.3	Post Processing for generation of ORI & DEM	100% of area	Sq. Km	As per the allotment of work	Within 3 days of Data acquisition
1.4	Delivery of ORI & DEM and other final deliverables as per Section V Clause 3	100% of area	Sq. Km	As per the allotment of work	Within 7 days of Data acquisition
Item 2	<b>Area 2:</b> Contiguous area, any area other than those as defined under Area 1				
2.1	Provision of Ground controls including check points	100% of area	Sq. Km	As per the allotment of work	Within 15 days of Work order or before date of flying, whichever is earlier
2.2	Flying and Data Acquisition	100% of area (Minimum 60 sq	Sq. Km	As per the allotment of work	Within 15 days of Work order of 60 sq Km or less area. For each additional 60

		Km per Week per drone)			sq Km area additional 7 days
2.3	Post Processing for generation of ORI &DEM	100% of area	Sq. Km	As per the allotment of work	Within 3 days of Data acquisition
2.4	Delivery of ORI & DEM and other final deliverables as per Section V Clause 3	100% of area	Sq. Km	As per the allotment of work	Within 7 days of Data acquisition

### 3. TECHNICAL SPECIFICATIONS

#### 1. General:

The following data will be provided to the Empanelled Service Provider on allotment of work/ Project:

- Area of Interest (AOI) in shp and kmz format
- Static Observation Data of CORS stations/Sol GCP's for post processing OR
- Facility of NRTK (Network RTK) if RTK rovers are used.

#### **Broadly, the Empanelled Service Provider would need to provide the following services:**

- (i) Provision of Ground controls for I base Station as per requirements of project to achieve the required accuracy and also for check points.
- (ii) Procuring necessary clearances from DGCA & Ministry of Defense, other agencies of Government of India for flying over the AOI to acquire Drone data, Imagery etc.
- (iii) Compliance of Requirements for Operation of Civil Remotely Piloted Aircraft System (RPAS) as per Drone Rules 2021, issued under Gazette Notification dated 25th August 2021.
- (iv) Mission planning
- (v) Data Acquisition using with adequate inflight and intra flight overlaps
- (vi) Post-processing of Drone captured data to produce the following:
  - a. ORI (Ortho Rectified Image)
  - b. DEM
- (vii) Conducting Quality Control/Quality Assurance (QC/QA) to establish correctness at each stage.
- (viii) Validating horizontal and vertical accuracy through independent means
- (ix) Compliance with other product requirements such as file naming, datum and projection, units, etc
- (x) Delivery of raw data, other products and supporting reports

#### 2. Scope of Work

##### **a. Clearances for flying**

The Service Provider is responsible to obtain necessary clearances from Director General of Civil Aviation, Ministry of Defense and other agencies of Government of India or concerned State Government as may be required to complete the job of flying over the Aol, acquire Drone data etc. The client would provide necessary documentation; however, getting clearance would be the entirely the responsibility of the Service Provider. Scope of this activity shall include operational requirements for Civil Remotely Piloted Aircraft System (RPAS) as per Drone Rules 2021, issued under Gazette Notification dated 25th August 2021 and also in obtaining Unique Identification Number (UIN).

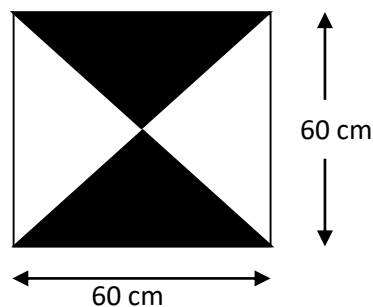
##### **b. Mission Planning**

The flight path shall cover the desired area completely including enough cross flight lines to eliminate shadowing and allow for proper quality control. Flight line forward overlap should be 80% & side overlap should be 70% or greater, as required, to

ensure that there are no data gaps between the usable portions of the swaths. Data collections in high relief terrain should have greater overlap. Any data with gaps between the geometrically usable portions of the swaths will be rejected.

### c. Ground Control Survey

The Service Provider must use ground control network already established SOI or CORS Network to establish the ground control for I base stations for drone flying activities.. The details of existing control network will be provided prior to commencement of work. GNSS used for this exercise should be dual frequency (L1 and L2) and multi-channel capability with on-the-fly ambiguity resolution and be able to log GPS data at 1-second epochs or better. Sufficient no. of check points must also be made with reference to existing ground control network or CORS network to check the accuracy of ORI. Check points and Control points are required to be pre-pointed. Pre-pointing of Check points and Control points should be carried out with following pattern and dimensions.



Pre-pointing Marker should be placed on firm and flat ground and should have adequate mechanism to hold it firmly to its positions during entire data acquisition period. Pre-pointing markers should be able to retain its shape and pattern even during heavy rain.

### d. Data Acquisition

The Service Provider will acquire high-resolution 5 cm GSD or better images using drone as per the technical specifications with forward overlap of 80% & side overlap of 70% or greater. The Service Provider must use ground control already established with reference to SOI GCP library or CORS network for I base stations for drone flying activities.

In addition to above mentioned inflight overlap, whenever data is acquired using multiple flights, an intra-flight overlap of 100m along adjacent edges should also be provided.

In case of Abadi Cluster under SVAMITVA project, before Drone flying operation for each abadi cluster, service provider is required to take final go ahead (To be issued after completion of chuna marking operation in particular abadi cluster) from Employer or its representative.

### e. Post-Processing

The Service Provider will provide high-resolution 5 cm GSD or better ORI and DEM of 10 cm after post processing of drone data. The accuracy the ORI will be checked using the check points. The Service Provider will ensure Proper versioning, file

naming as per LGD code of village and management of data in various Production Cycles.

#### f. Quality Control/ Quality Assurance

Quality Control/Quality Assurance (QC/QA) of the Drone data and/or Drone data derived data at various stages of Project including validating horizontal and vertical accuracy as per specifications laid down in RFE will be the responsibility of the Service Provider. The client may perform additional QC/QA testing. This shall include (a) Carrying out corrections as per Quality Audit Report and security vetting report provided by SOI (b) Facilitating quality audit, stage approvals, security vetting and final acceptance tests by SOI

### 3. DETAILS OF FINAL DELIVERABLES AND DATA SUPPLY SPECIFICATIONS

	Description	Specifications
1	File naming	File naming per requirements of Survey of India (Sol)
2	GNSS Data for occupations of I base-stations and Check Points	<ul style="list-style-type: none"> <li>i. GNSS data (Raw and Processed) for all I base station and Check Points to be provided in RINEX format (Receiver Independent Exchange Format).</li> <li>ii. GPS observation log sheets should include the following details: <ul style="list-style-type: none"> <li>a. Survey mark id</li> <li>b. Occupation time &amp; date</li> <li>c. Antenna height measurements</li> <li>d. Instrument /antenna types &amp; serial numbers</li> </ul> </li> </ul> <p>The GPS observation log sheets and raw and processed data sheet should be provided in pdf format or Excel spreadsheet if data is captured digitally.</p>
3	Drone Meta Data	Raw Drone data/images along with fly log, on board GNSS/IMU data
4	ORI	Post Processed RGB (Three band natural color imagery) ORI of each village in Geo tiff with GSD 5cm or better and Horizontal accuracy shall be 10 cm or better. ORI in any other compressed format like tpk etc. as decided by Sol
5	DEM	Digital Elevation Model with accuracy 20 cm or better with a posting of 50 cm x 50 cm
6	CRS & Size	All deliverables must conform to the following projection, datum, and coordinate system

		<ul style="list-style-type: none"> <li>• Projection: Universal Transverse Mercator projection.</li> <li>• Horizontal datum: The World Geodetic Datum 84 (WGS84)</li> <li>• Vertical datum: The World Geodetic Datum 84 (Ellipsoidal datum), realized through Sol GCP library and CORS Network.</li> <li>• File sizes cannot exceed 1 gigabyte, unless otherwise specified by the Sol. Each file must be organized to facilitate data manipulation and processing.</li> </ul>
7	Data Delivery Reports	<p>A delivery report describing the contents of the data supplied with every data delivery (interim, staged, final).</p> <p><b>i. Collection Report :</b> Drone data collection report detailing mission planning and flight logs will be submitted.</p> <p><b>ii. Survey Report:</b> A survey report detailing the collection of all ground control including the following will be submitted:</p> <ol style="list-style-type: none"> <li>a) 1 base Ground Control points</li> <li>b) Check points</li> </ol> <p><b>iii. Post Processing Report:</b> Post Processing Report detailing GNSS data, Drone image processing, ORI generation and DEM generation will be submitted.</p> <p><b>iv. QA/QC Report:</b> A QA/QC report, detailing procedures for analysis, accuracy assessment and validation of the following will be submitted.</p> <ol style="list-style-type: none"> <li>a) GNSS ground control Point data (Absolute vertical accuracy/relative vertical accuracy)</li> <li>b) Drone image processing,</li> <li>c) ORI and DEM generation</li> </ol>
8	Delivery Media	<p><b>i.</b> Data should be delivered on External Hard Drive of 20 TB. External hard drives will be retained by SOI.</p> <p><b>ii.</b> Data deliveries should be clearly labelled with name of Service Provider, date of supply and list of contents.</p>
9	Report Formats	All reports are to be provided in Word (.doc/.docx) format, Excel spreadsheet (.xls/.xlsx) or appropriate digital format as approved by SOI.



#### 4. PROJECT PLANNING AND REPORTING SPECIFICATIONS AND QUALITY ASSURANCE SPECIFICATIONS

Quality Control/Quality Assurance (QC/QA) of the Drone derived data is primarily the responsibility of the Service Provider. The Survey of India may perform additional QC/QA testing if needed. Pragmatic QA specifications would need be agreed by the Service Provider with the Survey of India (Sol) in regard to intermediate steps of Drone data acquisition and post-processed Drone data. The derived products will be evaluated for spatial accuracy and general conformation to prescribed requirements.

#### 5. QUALITY ASSURANCE REPORT SPECIFICATIONS FOR ORI

I FOR ORTHO RECTIFIED IMAGE		
Sl. no	Description	Specifications
1	Horizontal accuracy and GSD	(a) GSD 5cm or better (b) $RMSE_{x,y} \leq 4.085$ ; $RMSE_z \leq 10.204$ (c) Accuracy at 95% confidence level of $x,y \leq 10$ cm and $z \leq 20$ cm
2	Procedure	a) Visual inspection of the mosaic to check blurred imagery, improper colour balancing, colour bleeding and shadow details, edge mismatches. Orthorectified Images should be clear and sharp in detail with no light streaks, static marks, scratches, ice effects or other noticeable blemishes. The ORI should be free from defects, such as out-of-focus image/photo, and should not contain inconsistencies in tone and/or density. To ensure consistency, the imagery should be radiometrically and geometrically corrected to enable adjacent files to be displayed simultaneously without obvious distinctions between them. The ORI should have no distortions and smearing and should be seamless edge-matched and of highest quality. b) Horizontal accuracy of the Ortho rectified image will be checked using GNSS coordinate of Check Points. c) Should more than 5% of the ORI that are subjected to external QC fail to meet the specifications laid down in Tender Document, all products will be returned to the service provider for further QA to identify the extent and cause of the problems so established. The service provider will be expected to rectify these problems, and (where necessary to comply with

		the specification) make new products at his own cost.
<b>II FOR GROUND CONTROL POINT&amp; CHECK POINTS</b>		
<b>Sl. no</b>	<b>Description</b>	<b>Specifications</b>
1.	Horizontal Accuracy	1.0cm of better For both I base Stations and Check Points
2.	Procedure	The accuracy of the ground control points (I base stations & Check Points) will be checked by Network Adjustment Report/Post Processing Report submitted by service provider as deliverables. The Sol may process the GNSS data of I base station and Check Points provided in RINEX format for independent check. Should more than 5% of the GNSS data that are subjected to external QC fail to meet the specifications the service provider is expected to rectify these problems, and (where necessary to comply with the specification) make fresh GNSS observation at his own cost to achieve the required accuracy.

## **8. RESPONSIBILITIES**

### **Service Provider Responsibilities**

- a) The Service Provider will have the responsibility for obtaining clearance from Gol agencies for flying over the survey area, acquiring and processing Drone data including QA/QC, and delivery of raw and processed products to Survey of India.
- b) The Service Provider shall set up a local office in Sol GDC for coordinating flying and data acquisition, and processing, and interaction with the Sol. Necessary infrastructure for office and technical work will be created in the local office.
- c) The Service Provider will have the responsibility to ensure compliance of DGCA issued guidelines for Requirements for Operation of Civil Remotely Piloted Aircraft System (RPAS)
- d) In case of Abadi clusters under SVAMITVA Project, before Drone flying operation for any Abadi cluster service provider is required to take final go ahead in writing from Employer or its local representative to ensure completion of Chuna marking operation in Abadi Cluster.

### **Employer Responsibilities**

- Provide necessary documentation for obtaining clearance from Gol agencies if needed.
- Facilitation of interactions with Gol agencies and with state agencies if needed.
- The employer(Survey of India) shall provide Static observation data of CORS network for Ground Control.

- Release of funds and review of reports according to the agreed schedule.
- Constitution of a Technical Committee to support for interaction with the Service Provider on technical issues through the contract period, and in reviewing reports and recommending follow-on actions, QA/QC and for evaluating digital products prior to acceptance.
- The Survey of India shall nominate suitable officer to coordinate the activities, and provide necessary interaction at appropriate times to avoid any disturbance and loss of time for carrying out the assignment.
- Notification for entry to the land for surveying & authorization letter to civil authorities shall be given to the Service Provider.
- Any other facilities mutually agreed upon by employer and the Service Provider.

## **4. DRAWINGS**

(To be inserted if required)

## 5. INSPECTIONS AND TESTS

### (Refer to Section VI Clause 7)

A quality audit is a qualitative quality control that covers an area of activity as a whole. Representative of the Engineer shall be nominated as independent quality auditor to inspect the work in progress at the contractor's site. Quality audits will be carried out by comparison of actual practice with the applicable quality assurance guidelines.

#### Two degrees of Quality Audits

- Normal
- Tightened

“Normal” audit checks which are carried out ‘Once’ will be repeated again if a corrective measure is requested. “Tightened” audit checks will follow an audit trail for suspect products or regions and will be introduced if

- earlier audits result in doubts about performance
- results from QC do not meet the specifications given in previous sections
- results from external QC do not meet the tolerances in the ITT.

#### Normal Quality Audit

1. Accuracy of Control Points/I Base Point/ Check Points: Quality audit of points, by review of Post Processing & Network Adjustment Report or RTK Survey Report will be reviewed to examine key quality indicators and other QCRs.
2. Accuracy of ORI and DEM: Quality audit of Delivered ORI and DEM will be checked by measuring coordinates and height of Check point on ORI and DEM and comparing them by coordinates and height of Check points observed by Static/RTK GNSS Survey. Employer may check quality of DEM and ORI by providing additional check points in area of interest.
3. Resolution and Quality of ORI: It will be checked by onscreen measurement and visual inspection for blurred imagery, improper colour balancing, colour bleeding and shadow details, edge mis-matches and any other distortion.
4. Delivery Specifications and QCRs: Deliverables and QCRs will checked for completeness and compliance with specification provided in Sub Section 3 Technical Specification of Section V Schedule of Requirement.

## 6. TENTATIVE AREA OF PROJECT SURVEY

[Bidder will be provided with following information/details for the final Work allotted to the bidder. Empanelment is for services are pan India. Refer SCC 2.2.1 for details]

Sl. No.	Scheduled Date of Start and Completion	State/District	Subdivision/Tehsil	Work Unit	Billing Unit
				- Area in Sq.Km. will be assignment unit	<p><b>-Area in Sq km</b>, As per actual to be calculated from geo-tagged images and ORI generated for each Aol Covered in drone survey using Arc GIS Suite of Software in case of Abadi Clusters (SVAMITVA)</p> <p><b>- Area in Sq km</b> of total coverage in case of contiguous area, to be calculated from geo-tagged images and ORI for Total Aol Covered using drone survey with Arc GIS Suite of Software</p>

## **PART 4 – CONTRACT**

## **SECTION VI – GENERAL CONDITIONS OF CONTRACT**



# Section VI. General Conditions of Contract

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## Section VI. General Conditions of Contract

### 1. General Provisions

#### 1.1 Definitions

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

- (a) The Adjudicator is the person appointed jointly by the Employer and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- (b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) "Abadi Cluster" is Village area usually under habitation and used for residential or Commercial or agriculture or non agriculture purpose by local abadi, having area upto than 1.0 sq Km.
- (d) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer
- (e) "Confidential Information" means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party including any such information that may come to the knowledge of the Parties hereto/Bidder's team by virtue of this Contract that is by its nature confidential or by the circumstances in which it is disclosed confidential and/or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract.
- (f) "Contiguous Area" is any area other than those covered under Svamitva Project
- (g) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (h) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

- (i) “Day works” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (j) “Employer” means the party who employs the Service Provider
- (k) “Foreign Currency” means any currency other than the currency of the country of the Employer;
- (l) “GCC” means these General Conditions of Contract;
- (m) “Government” means the Government of the India;
- (n) “Local Currency” means the currency of India;
- (o) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- (p) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (q) “Personnel” means persons hired by the Service Provider or by any Sub Service Provider as employees and assigned to the performance of the Services or any part thereof;
- (r) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (s) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
- (t) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (u) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer

- (v) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (w) “Sub Service Provider” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.
- (x) “Work order” Order issued to empanelled Service provider by Employer or its representative, to perform services envisaged under scope of work of this contract for designated area/ area cluster or set of areas. Along with area locations This work order shall also have mention of, quantity of work, rate and category of work under empanelment (i.e. Area cluster or Contiguous Area) and time line for acquisition and delivery.
- (y) “Work order duration” Work order duration is defined as time period between first and last date mentioned for data acquisition in work order plus 3 days.

**1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of the Employer’s country, unless otherwise **specified in the Special Conditions of Contract (SCC)**.

**1.3 Language** This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile or e-mail to such Party at the address **specified in the SCC**.

**1.5 Location** The Services shall be performed at such locations as are specified in Section V in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government of India or elsewhere, as the Employer may approve.

**1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.

**1.7 Inspection and Audit** Inspection and Audit shall be carried out as per provisions of GFR 2017

**1.8 Taxes and Duties** The Service Provider, Sub Service Providers, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **2. Commencement, completion, modification and termination of contract**

**2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be **stated in the SCC.**

### **2.2 Commencement of Services**

**2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

**2.2.2 Starting Date** The Service Provider shall start carrying out the services Twenty One(21) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**

**2.3 Expiration of Contract** Unless terminated earlier pursuant to Sub-Clause 2.6, this Contract shall expire at the end of such time period, as is **specified in the SCC.** The Contract may be extended by a period of one year plus one year (up to Two years on 'year on year' basis or a part thereof) subject to satisfactory performance by the Service Provider.

**2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of competent authority in Government of India, has been obtained.

### **2.5 Force Majeure**

**2.5.1 Definition** For the purposes of this Contract, "Force Majeure" (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's nonperformance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a

FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations here under. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

**2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Extension of Time**

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

**2.5.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

**2.6 Termination**

**2.6.1 By the Employer**

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;

- (c) If the Service Provider fails to perform as per the SLAs defined or any other obligation(s) and, if the Service Provider, in either of the above circumstances, does not cure its failure within a period of 30 days (or such longer period as Employer may authorize in writing) after receipt of the default notice from Employer.
- (d) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than ninety (90) days; or
- (e) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (f) For convenience on a notice period of 30 days.
- (g) In the event Employer terminates the Agreement in whole or in part, as per the above excluding for convenience, Employer may procure and install, upon such terms and in such manner as it deems appropriate, similar setup. It will be done at the risk and cost of the Service Provider. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

**2.6.2 By the Service Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) of this Sub-Clause 2.6.2:

- (a) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than ninety (90) days.

**2.6.3 Shortage of Budget**

In the event the budget is curtailed by Gol and it would not be possible to make future payments to Service provider due to shortage of budget, the Contract may be terminated with approval of competent authority of Gol.

**2.6.4 Payment upon Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel

**3. Obligations of the Service Provider**



### 3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub Service Providers or third parties.

### 3.2 Conflict of Interests

#### 3.2.1 Service Provider Not to Benefit from Commissions and Discounts

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Sub Service Providers, and agents of either of them similarly shall not receive any such additional remuneration.

#### 3.2.2 Service Provider and Affiliates Not to be otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Sub Service Provider and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

#### 3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Sub Service Providers nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Sub Service Providers shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be specified in the SCC.

- 3.3 Confidentiality** The Service Provider, its Sub Service Providers, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
- 3.4 Insurance to be Taken Out by the Service Provider** The Service Provider (a) shall take out and maintain, and shall cause any Sub Service Providers to take out and maintain, at its (or the Sub Service Providers', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Service Provider's Actions Requiring Employer's Prior Approval** The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:  
(a) entering into a subcontract for the performance of any part of the Services,  
(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub Service Providers"),  
(c) changing the Program of activities; and  
(d) any other action that may be **specified in the SCC**
- 3.6 Reporting Obligations** The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.7 Documents Prepared by the Service Provider to Be the Property of the Employer** All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.
- 3.8 Liquidated Damages**
- 3.8.1 Payments of Liquidated Damages** The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct

liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

**3.8.2 Correction for Overpayment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub Clause 6.5.

**3.8.3 Lack of performance penalty**

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC.**

**3.9 Performance Security**

The Service Provider shall provide the Performance Security of amount **as specified in the SCC** to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

**4. Service Provider Personnel**

**4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Sub Service Providers listed by title as well as by name in Appendix C are hereby approved by the Employer.

**4.2 Removal and/or Replacement of Personnel**

- a. Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- b. If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a

replacement a person with qualifications and experience acceptable to the Employer.

- c. The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 5. Obligation of the Employer

- 5.1 Assistance and Exemptions** The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.
- 5.2 Change in the Applicable Law** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Employer shall make available to the Service Provider the Services and Facilities listed as stated in SCC.
- 5.4 Intellectual Property Rights (IPR)** The Intellectual Property Rights to all the outputs, deliverables, data, reports developed during the execution of this Contract shall remain sole property of the Employer.

## 6. Payment to the Service Provider

- 6.1 Payment for Services** Payments will be linked to the conformation of SLAs. The Service Provider's Service Level Agreements are linked only to the amount of data delivered in the month, and not on any other factor. The payments will be made on basis of quantity of successful delivery) made by the Service Provider. In case, Service provider was unable to complete data acquisition for complete area mentioned in a work order during work order duration as defined in GCC 1.1, due to conditions given in GCC 9.1.9 , Service Provider shall be compensated as stated in GCC 6.4. The invoices towards the services rendered shall be submitted to the Employer or its representative **as stated in SCC**, on monthly basis at the end of every month along with the acceptance report of Employer or its representative. The Service Provider's remuneration shall not exceed the Contract rate multiplied by quantity of deliverables accepted by Employer plus compensation, if any, for area could not be acquired due to conditions mentioned in GCC 9.1.9. Contract rate shall be a fixed lump-sum including all Sub Service Providers' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Scope of Work. Except as provided in Sub Clause 5.2, the Contract rate may only be increased above the amounts

stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

**6.2 Contract Price**

(a) The price payable in local currency is **set forth in the SCC**.

(b) The price payable in foreign currency is **set forth in the SCC**.

**6.3 Payment for Additional Services, and Performance Incentive Compensation**

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

**6.4 Terms and Conditions of Payment**

Payments will be made to the Service Provider according to the payment schedule stated in the SCC. Unless otherwise **stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions listed **in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due. If the Employer has delayed payments beyond fifteen (15) days after the due date **stated in the SCC**, interest shall be paid to the Service Provider for each day of delay at the rate stated **in the SCC**.

**6.5 Interest on Delayed Payments**

**6.6 Price Adjustment**

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only **if provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c L_{mc}/L_{oc} + C_c I_{mc}/I_{oc}$$

Where:

$P_c$  is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".

$A_c$ ,  $B_c$  and  $C_c$  are coefficients specified in the SCC, representing:  $A_c$  the nonadjustable portion;  $B_c$  the adjustable portion relative to labor costs and  $C_c$  the adjustable portion for other inputs, of the Contract Price payable in that specific currency "c"; and

$L_{mc}$  is the index prevailing at the first day of the month of

the corresponding invoice date and Loc is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.

Imc is the index prevailing at the first day of the month of the corresponding invoice date and loc is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Zo/Zn will be applied to the respective component factor of pn for the formula of the relevant currency. Zo is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Zn is the corresponding number of such currency units on the date of the current index.

## 6.7 Day works

- 6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.
- 6.7.1 If applicable, the Day work rates in the Service Provider’s Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.
- 6.7.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.
- 6.7.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause

## 7. Quality Control

### 7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be **as indicated in the SCC**. The Employer shall check the Service Provider’s performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider’s responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is **as defined in the SCC**.

### 7.2 Correction of Defects, and Lack of Performance

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects

**Penalty**

liability period shall be extended for as long as Defects remain to be corrected.

- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

**8. Settlement of Disputes**

**8.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation

**8.2 Dispute Settlement**

- 9.1.8 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.
- 8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 8.2.3 The Adjudicator shall be paid by the hour at the rate specified **in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
- 8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown **in the SCC**.
- 8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

## 9. Service Level Agreement

### 9.1 Service Level Agreement

- 9.1.1 The Service Levels mentioned in this section clearly define the levels of service which shall be provided by the Service Provider to the Employer for the duration of the contract.
- 9.1.2 Service Level Agreement provides minimum level of services as required as per contractual obligations based on the performance indicators and measurements thereof. The Service Provider shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels.
- 9.1.3 Employer or its representative may initiate an interim review to check the performance and the obligations of the Service Provider. Employer, or any designated agency(selected by Employer) shall have the right to conduct random Quality of Service (QoS) Audits with respect to SLA or any other parameters at any time without prior notice to Service provider
- 9.1.4 The Service Provider will be required to submit reports on all SLA and KPI parameters defined in this section to Employer in accordance with the specified formats and reporting periods. Employer may ask the Service Provider to provide clarifications on these reports as well as measurement tools and processes utilized by Service Provider for reporting. Employer shall verify the accuracy of these reports by conducting Audit on its own or by using the services of an external auditor. Employer shall have full excess to check the status/ report any time. Service Provider shall extend full cooperation for conducting such audits.
- 9.1.5 Employer or its representative shall issue work order mentioning details of Area **as stated in SCC**.
- 9.1.6 The Service Provider shall be responsible to perform services as intended in Section V schedule of requirement with outturn and time period **as stated in SCC**.
- 9.1.7 Employer shall reserve the right to revisit the SLAs based on past experience. Any revision/ addition to SLAs defined in this RFP shall be mutually agreed upon between the Employer and the Service Provider.
- 9.1.8 Penalties and fine can be imposed on the Service Provider, in case they have caused loss to other party, loss can be financial as well as reputational. These losses may occur due to breach of contract/ agreement, faulty services, non/ delayed delivery of the Services. Amount of penalties/ fine shall be settled/ recovered during next payments/ final settlements of the Service Provider. Penalties and fine are as **stated in SCC**.



- 9.1.9 If due to reasons solely attributable to Employer, **as stated in SCC**, service provider was unable to complete data acquisition for complete area mentioned in a work order during work order duration as defined in GCC 1.1, he shall be compensated as stipulated in GCC 6. No compensation shall be paid for any other reason, except provided under this clause.

## SECTION VII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

- GCC 1.1 (a)** The Adjudicator is will be nominated by Surveyor General of India  
**GCC 1.1 (d)** The contract name is **EMPANELMENT OF FIRMS FOR SERVICES TO GENERATE ORTHO RECTIFIED IMAGERY USING RPAS/DRONE**
- GCC 1.1 (h)** The Employer is Surveyor General of India, Survey of India, Dehra Dun.
- GCC 1.1 (p)** The Service Provider is \_\_\_\_\_
- GCC 1.2** The Applicable Law is: Laws of Union of India.
- GCC 1.3** The language is English
- GCC 1.4** The addresses are:  
Employer: Office of Surveyor General of India, Hathibarkhala Estate Dehra PIN - 248001  
Service Provider:  
Attention:  
e-Mail:  
Facsimile:
- GCC 1.5** Location of Service will be pan India.
- GCC 1.6** The Authorized Representatives are:  
For the Employer: As nominated by Surveyor General of India, Survey of India  
For the Service Provider: \_\_\_\_\_
- GCC 2.1** The date on which this Contract shall come into effect is date of signing of Contract by both the parties.
- GCC 2.2.1** The work will be awarded in Abadi cluster or Contiguous area as defined by employer. In case of Abadi cluster under SVAMITVA Project , the revenue villages/Abadi cluster of villages shall be units of processing and delivery and in case of contiguous area Aol covered in Sq.Km shall be units of processing and delivery. Program submitted should contain Implementation plan, Details showing timelines, resource deployment for each awarded area and delivery dates for each awarded area. The updated Program should be consistent with the Method Statement, Work Plan, &Time Schedule submitted in Section IV as part of this RFE.

- GCC 2.2.2** For each work awarded under empanelment, Employer or its representative shall issue a work order mentioning area location, quantity of work, category of work under empanelment (i.e. Area cluster or Contiguous Area) and time line for acquisition and delivery. The Starting Date for the 'Commencement of Services' for each awarded area shall be the earlier of following dates:
- i. As designated in work order (not prior to 7 days from date of date of Drone data acquisition)
  - ii. Date of issue of necessary security & flight clearances,
- However, the service provider will be allowed to start the activities which are not related to above clearances immediately after work order. In emergent circumstances, employer may ask service provider for Drone data acquisition within less than 7 days of date of issue of work order.
- GCC 2.3** This Contract shall expire at the end of **2 years from date of issue of Letter of Empanelment**. The Contract may be extended by a period of one year plus one year (up to Two years on 'year on year' basis or a part thereof) subject to satisfactory performance by the Service Provider.
- GCC 3.2.3** Activities prohibited after termination of this Contract are: Use or transmit in any form of maps/data supplied by employer or data/services generated by the service provider during the Project. The Service Provider will not use, transfer, propagate any of the deliverables, information etc.
- GCC 3.4** The risks and coverage by insurance shall be:
- (i) Aviation insurance to protect against Third Party property and bodily damage claims during Drone Survey Work (In accordance with the statutory requirements applicable to India)
  - (ii) Personal injury or death insurance for Service Provider's Employees (In accordance with the statutory requirements applicable to India)
  - (iii) Loss or damage to equipment and data till project completion (Minimum Cover Contract Price)
- GCC 3.5(a)** No Sub-Contracting is permitted.
- GCC 3.5(d)** The other actions are: None
- GCC 3.7** Restrictions on the use of documents prepared by the Service Provider are: All data, documents, reports generated during the Contract shall be exclusive property of Employer and the Service Provider shall have no claims over it. The Service Provider shall

be bound by restrictions imposed by Security Classification of such data, documents and reports.

**GCC 3.8.1**

If services are delayed due to reasons solely attributable to the Service Provider or the services supplied do not meet the minimum specifications and standards as per the Contract, and the same is not corrected/modified to meet the requirements within 7 days of being informed by the Employer, the Employer shall be free to impose liquidated damages as specified in the GCC 10 SLA. In addition, the Purchaser reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the Service Provider. LDs shall not be sole and exclusive remedy with the Purchaser. LDs will be imposed if the default is solely attributable to the Service Provider. LDs are capped at 10% of the total estimated value of the contract. If the LDs cross this cap, Purchaser shall have the right to terminate the contract for breach and consequences for termination due to breach of contract shall apply. Pursuant to SCC 2.3, if the project duration is extended, LD clause shall not apply in the extended period. However, LD clause shall resume for delay beyond the extended period

**GCC 3.8.3**

The delivery in which defects have been detected and/or which have failed the Acceptance Test as per Section V, shall be returned to the Service Provider for further QA. In effect, Employer will pass responsibility to the service provider to provide adequate and clear internal Quality Audits to identify the extent and cause of the problems so established. The service provider will be expected to rectify these problems, and (where necessary to comply with the specification) make new products at his own cost. Redelivery of products will be followed by a further independent check on a new sample of the products. This procedure will continue until the products become finally acceptable under the terms above. The acceptance report (Pass/Fail) shall be given by the Employer within 4 weeks of each delivery/re-delivery of the data made by the Service Provider. If delivery fails the acceptance test of the Employer, it shall be construed as 'Lack of Performance' and the penalty as specified in the GCC 10 SLA shall be imposed on Service Provider towards penalty for 'Lack of performance'.

**GCC 3.9**

The amount of the Performance Security shall be of Rs 10,00,000/-

**GCC 5.1**

The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider

**GCC 5.3**

Following data, Service and facilities will be provided to the Service Provider after award of Contract:

- (i) Area of Interest (AOI) in shp and kmz format
- (ii) Static Observation Data of CORS stations for post processing OR Description and co-ordinates of GCP library ground control points in and around the Project area on WGS 84 datum (as available)
- (iii) Facility of NRTK (Network RTK) if RTK rovers are used.

**Production Site:**

The Service Provider will be responsible for setting up secure and high-performance Production Centre within territory of India. The production center should be adequate to handle and store raw Data, key intermediate data, data under process and Processed Data/deliverable. Survey of India will not provide any space for data processing facility for production centers.

Service Provider has to submit an undertaking to take responsibility to ensure compliance of “Guidelines for acquiring and producing Geospatial Data and Geospatial data services”, published vide DST notification no SM/25/02/2020 (Part- I) dated 15th February 2021. Service Provider shall affirm and undertake that the data collected using under this contract will be stored and processed in Computers/servers/storage media/cloud, physically located within territory of India and shall not be exported to any foreign country neither it will be handed over to or shared with any Indian/foreign entity located outside territory of India, even after expiry of this agreement. Service Provider has also to be submitted an undertaking that after successful acceptance by Employer or its representative and 100% payment towards service for an area, No data, raw or processed, shall be retained by him or his sub service provider. Entire data acquired/generated during performance of services under this contract shall be property of Employer and not shall be sold/shared by Service Provider or his sub service provider to any third party.

**GCC 6.1**

The incidence, extent and area provided at the time of allotment of work are limited by scale and accuracy (spatial & temporal) of existing maps on 1:50K scale. Considering this aspect, the payments made to the Service Provider shall be on the basis of ‘actual area’ and ‘area surveyed’.

All submissions of deliverables shall be accompanied by ‘area polygons’ in .shp format. Shape file generated by the Sol shall be used to measure and ascertain the actual area completed by the Service Provider.

However, if the ‘actual area’ comes out to be more than that mentioned in work order issued as per SCC 2.2.2, approval of competent authority shall be taken before making payment beyond the value mentioned in said work order.

Invoices for payment as well as deliverables are to be submitted to Employer or its representative whoever has placed work order as defined in GCC 1.1, to service provider.

**GCC 6.2** All payments shall be made in Indian Rupees

**GCC 6.3.2** The performance incentive paid to the Service Provider shall be: Not Applicable.

**GCC 6.4** 6.4.1. The payments will be made on basis of quantity of successful delivery) made by the Service Provider. The Payment shall be made as under.

6.4.2. The payment made to the Service Provider shall be on the basis of 'Actual area' of Delivery. 'Actual area will be calculated as per SCC 6.1.

6.4.3. Payment to the Service provider will be made on monthly basis (Calendar month) by the office after deduction of applicable taxes and recoveries if any at the quoted rates as per the contract. Monthly payment shall be calculated as per following formula

$$= F * P * A + C * P * B$$

Whereas "**F**" is 0.9 for "Contiguous area" category and 1 for "Abadi Cluster" category. "**C**" is Compensation factor 0.2 for Abadi Cluster under SVAMITVA Project and 0 for "Contiguous area" category, "**P**" is per sq Km rate of area category under which work order has been issued, "**A**" is 'Actual area' delivered in particular month on successful delivery and acceptance of Final Deliverables as per Section V sub section 3 and "**B**" is area for which service provider was unable to complete data acquisition due to conditions detailed in GCC 9.1.9, during work order duration.

Details of area successfully completed & accepted and its actual area will be maintained by service provider and will be provided to the Sol for verification. The service provider shall become entitled for payment after completion and acceptance of ORI & DEM and other Final deliverables as per Section V sub section 3. No payment will separately made for activities such as GNSS control, and Drone flying.

6.4.4 Remaining payment retained (if any) will be released after submission and acceptance of Final Deliverables of adjoining area (if any).

6.4.5 The payment shall be released subject to certification by the Employer that services have been rendered satisfactorily. Acceptance test shall be carried out by Employer according to principle, modalities laid down in SCC Clause 7.1 & Section V of this RFE which shall form the basis of certification mentioned above. Should the certification (satisfactory or unsatisfactory) not be provided, by the employer within 'one' months of the date of

receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date. "Payment of Local Taxes such as GST will be against valid Invoice as per GST ACT & Rules and submission of GST Registration Certificate along with declaration that GST Registration is valid and all liabilities towards GST have been discharged by the vendor. GST amount will be paid after submission of valid Invoice and all required documents and declaration by vendor".

**GCC 6.5** Payment shall be made within 30 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4. No Interest shall be payable

**GCC 6.6.1** Price adjustment is not to be applied in accordance with Sub-Clause 6.6.

**GCC 7.1** The principle and modalities of inspection of the Services by the Employer are as follows:

The responsibility of Quality assurance that would include adoption of best practices, processes and sets of approaches leading to outcomes of quality specified in this Contract shall rest with the Service Provider.

As part of Quality Assurance, the Service Provider shall submit quality control (or check) measures detailing clearly specified tasks that scrutinizes all, or a sample, of the items issuing during and/or at the end of various stages of processing in order to ensure that the final product is of satisfactory quality. The scrutiny involves review, inspection or quantitative measurement, against well-defined pass/fail criteria.

The Service Provider shall systematically lodge Quality Control Records (QCRs) which may take various forms like Computer Generated Reports, Inspection notes, Stage Approvals etc. Service Provider shall ensure that every such QCR :

- marked with a date
- uniquely identifies the item, operation or product to which it relates
- identifies the operator who generated the QCR
- Is countersigned by a supervisor or other independent inspector (for important records)
- is stored in a well-defined and predictable location so that it can be found easily by others.

The responsibility for maintaining necessary versions of data during the QA/QC cycle till its final acceptance by Employer shall also rest with Service Provider.

Employer will carry out Quality Audit as per Sub Section 5. INSPECTIONS AND TESTS of Section V Schedule of Requirement, to ensure that that plan/methodology/ QA/QC

measures etc. detailed are being properly followed. Employer shall also audit to ensure that the QCRs are being properly maintained.

In addition, following 'Final Acceptance' tests shall be carried out by the Employer on the delivery made by Service Provider.

**GCC 8.2.3**

The Adjudicator proposed by the Employer is \_\_\_\_\_, whose fees shall be governed by the Article 11 of 'Arbitration and Conciliation (Amendment) Act 2015' as given below:

<b>Sum in Dispute</b>	<b>Model Fee</b>
Up to Rs.5,00,000	Rs. 45,000
Above Rs.5,00,000 and Up to Rs. 20,00,000	Rs. 45,000 plus 3.5 per cent of the claim amount over and above Rs. 5,00,000
Above Rs. 20,00,000 and up to Rs. 1,00,00,000	Rs.97,500 plus 3 per cent of the claim amount over and above Rs. 20,00,000
Above Rs. 1,00,000 and up to 10,00,000	Rs. 3,37,500 plus 1 per cent of the claim amount over and above Rs. 1,00,00,000
Above Rs. 10,00,00,000 and up to Rs. 20,00,00,000	Rs.12,37,500 plus 0.75 per cent of the claim amount over and above Rs. 10,00,00,000
Above Rs. 20,00,00,000	Rs. 19,87,500 plus 0.5 per cent of the claim amount over and above Rs.20,00,00,000 with a ceiling of Rs. 30,00,000

**GCC 8.2.4**

Provisions of Arbitration and Conciliation Act 2015 will apply.

**GCC 8.2.5**

The designated Appointing Authority for a new Adjudicator is President, Institution of Engineers, New Delhi.

**GCC 9.1.5**

**Work order issued shall have**

1. Name of Indent or
2. Area Identifier i.e. Name of Village/Sub Division/ District
3. Geo Location in form of KML/Shape file
4. Quantity of work in sq Km
5. Rate and Category of Area under empanelment (i.e. Area cluster or Contiguous Area)
6. Date of Drone Data Acquisition or Time line for acquisition and delivery

**GCC 9.1.6**

**Implementation Timelines for Activities for awarded area**



SI No.	Activity	Av. daily out turn	Time of completion (Days)
1.	<b>Area 1 :</b> Abadi Cluster with Abadi area upto 1.0 sq km of Each Village being mapped under SVAMITVA Project		
1.1	Provision of Ground controls including check points	Ground control points as per requirement, Check points 5 in each Area Cluster/ Villages	Before T-1
1.2	Drone Data Acquisition and I base observation	Minimum 05 villages /Area Cluster	T
1.3	Post Processing & Generation of ORI/DEM	Minimum 05 villages /Area Cluster	T+3
1.4	Delivery of ORI&DEM along with other deliverables including QA/QC report	Minimum 05 villages /Area Cluster	T+7
2	<b>Area 2:</b> Contiguous area, any area other than those as defined under Area 1		
2.1	Provision of Ground controls including check points	Ground control points as per requirement, Check points 5 in every contiguous block of 10 Sq.km.	T-1
2.2	Drone Data Acquisition and I base observation	Minimum 8 sqkm. Per day	T
2.3	Post Processing & Generation of ORI/DEM	Minimum 8 sqkm. Per day	T+3
2.4	Delivery of ORI&DEM along with other deliverables including QA/QC report	Minimum 8 sqkm. Per day	T+7

T shall be the date of Drone data acquisition

## GCC 9.1.8

Penalties and fines are as below

S. No	Description	Penalty/ Fine		
		1st Instance	2nd Instance	3rd Instance
1	In case Service provider fails to acquire data on date mentioned in the work order, due to any reason solely attributable to service provider including no turn up of service provider's deployed pilot/operator or any other manpower or RPAS or any technical glitch in RPAS.	Up to 15 Days, @1 % per day of the total work order value for each day delayed and Beyond 15 day's cancellation of the work order with penalty of Rs 1,00,000/-.	Up to 15 Days, @2% per day of the total work order value for each day delayed and Beyond 15 day's cancellation of the work order with penalty of Rs 2,00,000/-.	Cancellation of the empanelment contract with forfeiture of PBG
2	In case Service provider fails to supply final deliverables on date of delivery mentioned in the work order,	Up to 15 Days, @1 % per day of the total work order value for each day delayed and Beyond 15 day's cancellation of the work order with penalty ofRs 1,00,000/-.	Up to 15 Days, @2 % per day of the total work order value for each day delayed and Beyond 15 day's cancellation of the work order with penalty ofRs 2,00,000/-.	Cancellation of the empanelment contract with forfeiture of PBG
3	In case Service provider fails to rectify defect within 15 days of defect notification by employer or its representative	From 16 <sup>th</sup> day onward, @1 % per day of the total work order value till 30 <sup>th</sup> day and Beyond 30 <sup>th</sup> day, cancellation of the work order with penalty of Rs 1,00,000/-.	From 16 <sup>th</sup> day onward, @2 % per day of the total work order value till 30 <sup>th</sup> day and Beyond 30 <sup>th</sup> day, cancellation of the work order with penalty of Rs 2,00,000/-.	Cancellation of the empanelment contract with forfeiture of PBG
4	If Service provider or any of his employee is	Cancellation of the contract with forfeiture	-	

	found disclosing any confidential information/ document to any third parties without prior approval of Employer	of PBG along with recovery of losses caused (if any) and legal action against the Service Provider depending on the gravity of the act		
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**9.1.9**

Reasons, for which Service provider shall be compensated, if he is unable to complete data acquisition for complete area mentioned in a work order during work order duration as defined in GCC 1.1,

- i) In event Final go ahead for data acquisition could not be given to Service provider for any Abadi Cluster mentioned in work order within Work order duration due to incomplete chuna marking operation being carried out by local authorities.

if Service Provider is unable to complete data acquisition for Abadi Cluster mentioned in work order for any other reason except as stated above, No compensation will be paid by employer.

**ADDITIONAL  
CLAUSE 10.0**

Add the following as GCC clause 10.0 :

**10. Security to be reviewed as per new guidelines**

Security instructions for raw data acquisition and pre-processing shall be as follows:

- (a) Aerial data- acquisition/photography/survey is to be strictly confined to the exact area for which permission obtained. Moreover, the undertakings given in the application shall be strictly adhered to.
- (b) No sensor, other than those mentioned in the contract should be used without permission to employer.
- (c) The date of survey is to be intimated to ATC in advance indicating specific date and time to enable them to issue necessary clearance
- (d) The Contractor should be ready to offer his UAS/Drone for inspection by the Government agencies (if required) to check survey equipment /sensor before undertaking aerial surveys.
- (e) The data should not be taken out of the RPAS/Drone to any place other than designated processing center.
- (f) After completion of survey, no data should be left in storage in the equipment fitted in the RPAS/Drone.
- (g) 'Confidential' security classification will be given to the data products/discs. The data is to be handled by the Contractor accordingly.

(h) The data neither should be routed or stored or achieved or processed in any server/infrastructure located outside of territory of India nor it should be handled or processed by any foreign expert/professional. In case a foreign expert/ professional is required for processing the data, the Contractor shall be responsible for obtaining necessary clearances/permissions from Employer as well as from concerned Government agency/Authority as per the latest government of India guidelines on geospatial products and services, to handle data ensuring the storage of data within India.

(i) Whenever Inspecting Officer is placed with flying team, it will be mandatory on the part of Operator to provide the following documents for his perusal:-

(i) Copy of valid DGCA permit and ATC clearance.

(ii) Proof of Insurance cover.

(j) Any change/addition and equipment/sensors at any stage of work, can be made only after obtaining prior clearance from Employer/Employer.

(k) Fortnightly progress report is to be submitted to the Employer.

(l) All UAS/Drone permits Drone permits and clearances (DGCA permit, ATC clearance, and permission from local authorities) will be the responsibility of the Contractor and all operations will be undertaken in accordance with Indian Air Safety Regulations.

(m) Pre-Processing of data acquired by aerial survey will be carried out inside the designated processing centre. Necessary equipments/infrastructure should be installed at the premises by the successful bidder. The data acquired/intermediately or final products will not be permitted to be taken elsewhere. Proper account of daily production and distribution should be maintained.

(n) Post Processing of data acquired by aerial survey will be carried out inside the designated processing centre. Necessary equipment/infrastructure should be installed at the premises by the successful bidder. The data acquired/intermediately or final will not be permitted to be taken elsewhere. Proper account of daily production and distribution should be maintained.

The Security instructions to be followed by the Contractor during the Post Processing of Data at the designated processing centre shall be as follows:

(a) Contractor should not allowed data to be taken outside the designated processing center without specific approval from Employer.

(b) Systems and storage in Designated processing centre should not be connected to server/storage infrastructure located outside of territory of India. Systems and storage connected with internet should have been provided sufficient cyber security measures to prevent data theft/unauthorized access to data.

(c) All the personnel working inside the Designated processing centre should have valid Identity card of the company. Any foreign national working inside the Designated processing centre should

have valid visa and other documents verified by Ministry of External Affairs and permission from Employer as well as concerned Government agency/Authority as per the latest government of India guidelines on geospatial products and services.

(d) "Confidential" security classification will be given to the data products / discs. The data should be handled by the contractor accordingly.

(e) Any foreign national will not be allowed access to any SOI map/data without clearance from Employer as well as from concerned Government agency/Authority as per the latest government of India guidelines on geospatial products and services.

(f) Storage disks of network storage, servers, workstations etc used at designated processing centre shall not be allowed to be taken outside of designated processing centre without specific permission of Sol till currency of the Contract.

(g) Service Provider has to sign a Non-Disclosure agreement with Employer in format given below.

**Additional Clause  
11.0**

Add the following as GCC clause 11.0:

Salient Features of Major Labour Laws in India applicable to Establishments is given below. The law as current on the date of bid opening will apply

a) Workmen Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

c) Employees P.F. and Miscellaneous Provision Act 1952 (since amended): The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are :

(i) Pension or family pension on retirement or death, as the case may be.

(ii) Deposit linked insurance on the death in harness of the worker.

(iii) Payment of P.F. accumulation on retirement/death etc.

d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

e) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Service Provider to contract labour and in case the Service Provider fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Service Provider is required to take license from the designated Officer. The Act is applicable to the establishments or Service Provider of Principal Employer if they employ 20 or more contract labour.

f) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment.

Constructions of Buildings, Roads, Runways are scheduled employments.

Wage Code: to be included

g) Payment of Wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

i) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/-per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto Rs.3500/-per month shall be worked out by taking wages as Rs.2500/-per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

j) Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.

n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and bank etc.

o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p) Factories Act 1948: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises

employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

q) Code of Wages 2019 (implemented from 1<sup>st</sup> April, 2021)

**Additional Clause  
12.Non-  
Disclosure  
Obligations**

The Service Provider will ensure that complete data (Raw, Geotagged, GPS observed, logs etc) is handed over to the Sol representative and do not copy in any form & in any media for any other purpose without explicit approval/consent of the Service consumer will be kept by Service provider after completion of data capturing & pre-QC and final acceptance of the data by Service consumer.

Service Provider has to be submit an undertaking that after successful acceptance by Employer or its representative and 100% payment towards service for an area, No data, raw or processed, shall be retained by him or his sub service provider. Entire data acquired/generated during performance of services under this contract shall be property of Employer and not shall be sold/shared by Service Provider or his sub service provider to any third party.



## SECTION VIII – CONTRACT FORMS

### Table of Forms

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# 1. LETTER OF ACCEPTANCE

[Letterhead paper of the Employer]

[date]

To: [name and address of the Supplier]

Subject: **Notification of Award Contract No.** . . . . .

This is to notify you that your Bid dated . . . . [insert date] . . . . for execution of the . . . . .  
[insert name of the contract and identification number, as given in the SCC] . . . . . for  
the Accepted Contract Amount of . . . . . [insert amount in numbers and words in  
**Rupees**], as corrected and modified in accordance with the Instructions to Bidders is hereby  
accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the  
Conditions of Contract, using for that purpose the of the Performance Security Form included in  
Section VIII, Contract Forms, of the Bidding Document.

Authorized Signature: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**

## 2. CONTRACT AGREEMENT

### LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of Employer] (hereinafter called the “Employer”) and, on the other hand, [name of Service Provider] (hereinafter called the “Service Provider”).

*[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]*

#### WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) the Employer has received intends to apply part of the funds received from Uttarakhand Government towards the cost of the Services and intends to apply a portion of the proceeds of this fund to eligible payments under this Contract, it being understood (i) that such payments will be subject, in all respects, to the relevant Government of India rules in GFR 2017;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
  - (a) The letter of Acceptance
  - (b) The Service Provider’s Bid
  - (c) The Special Conditions of Contract
  - (d) The General Conditions of Contract
  - (e) Technical Requirements (including Schedule of Requirements and Technical Specifications and deliverables as per Section V)
  - (f) The Price Activity Schedule; and

- (g) [Add here any other document(s) as part of contract]
3. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
- a. the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - b. the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Employer

Signed: *[insert signature]*  
in the capacity of *[ insert title or other appropriate designation]*  
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*  
in the capacity of *[ insert title or other appropriate designation]*  
in the presence of *[ insert identification of official witness]*

### 3.PERFORMANCE SECURITY - BANK GUARANTEE

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No.....*[insert guarantee reference number]*

Date.....*[insert date of issue of the guarantee]*

To: \_\_\_\_\_ *[name of Employer]*

\_\_\_\_\_ *[address of Employer]*

WHEREAS \_\_\_\_\_ *[name and address of Supplier<sup>1</sup>]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of \_\_\_\_\_ *[amount of guarantee<sup>2</sup>]* \_\_\_\_\_ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way

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<sup>1</sup> *In the case of a JV, insert the name of the Joint Venture*

<sup>2</sup> *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until ..... (i.e.) 60 days following the Completion date of the Contract including any warranty obligations<sup>3</sup>, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

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<sup>3</sup> Completion date as described in GC Clause 18.4

## 4.ADVANCE PAYMENT SECURITY

### Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Advance Payment Guarantee No.....[insert guarantee reference number]

Date.....[insert date of issue of the guarantee]

To: \_\_\_\_\_ [name of Employer]  
\_\_\_\_\_ [address of Employer]  
\_\_\_\_\_ [name of Contract]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Clause 16 ("Terms of Payment") of the above-mentioned Contract, \_\_\_\_\_ [name and address of Supplier<sup>4</sup>] (hereinafter called "the Applicant") shall deposit with \_\_\_\_\_ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_ [amount of guarantee<sup>5</sup>] \_\_\_\_\_ [in words].

We, the \_\_\_\_\_ [bank or financial institution], as instructed by the Applicant, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Applicant, in the amount not exceeding \_\_\_\_\_ [amount of guarantee] \_\_\_\_\_ [in words].

We further agree that no change or addition to or other modification of the terms of the Contract or of Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between \_\_\_\_\_ [name of Employer] and the Applicant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

<sup>4</sup> In the case of a JV, insert the name of the Joint Venture

<sup>5</sup> An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_ *[name of Employer]* receives full repayment of the same amount from the Applicant. Consequently any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

Signature \_\_\_\_\_ and seal:

\_\_\_\_\_

Name of Bank: \_\_\_\_\_

Address:

\_\_\_\_\_

Date: \_\_\_\_\_

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***



## 5. NON-DISCLOSURE AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS AGREEMENT is made on

the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

- (1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of.... of the Government of {insert name of Country of Purchaser}, or corporation incorporated under the laws of {insert name of Country of Purchaser}]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called "Disclosing Party"), and
- (2) *[insert name of Service Provider]*, a corporation incorporated under the laws of *[insert: country of Service Provider]* and having its principal place of business at *[insert: address of Service Provider]* (hereinafter called "Receiving Party").

WHEREAS the Purchaser has invited bids for certain for certain **Provision of services for Acquisition, Processing and Delivery of DTM using Airborne LiDAR And Optical sensor** in, *[insert region]* (hereinafter called "Work"), and has accepted a Bid by the Service Provider for the supply of said services.

**AND WHEREAS** the Parties contemplate that with respect to the work, certain data, information, material and documents as well as Disclosing Party's business, assets, financial condition, operations, plans and/or prospects of businesses, may be shared by Disclosing Party or may be generated/collected/acquired/gathered during course of the work by Receiving Party, (hereinafter referred to as "**Confidential Information**", more fully detailed in clause 1 herein below), that Disclosing Party regards as proprietary and confidential; and

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. "**Confidential and or proprietary Information**" shall mean and include any information disclosed by Disclosing Party to the Receiving Party either directly or indirectly, in writing, orally, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation, discs and code) or generated/gathered/collected/acquired by the Receiving Party during the execution of the work. Confidential information shall include, without limitation, any materials, data, trade secrets, network information, configurations, trademarks, brand name, know-how, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/ or future business and operations of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Disclosing Party or prepared by Receiving party for Disclosing Party. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.
2. The Receiving Party shall refrain from disclosing, reproducing, summarising, and/or distributing Confidential Information and confidential materials of the Disclosing Party except in connection with the Work.
3. The Receiving Party will not export or sell, directly or indirectly, any technical data acquired from Disclosing Party or generated/gathered/collected/acquired by the Receiving Party during the course of the work through hardware/software supplied, installed and commissioned in the work

or any product utilizing any such data to any third party, without first obtaining approval of the Disclosing Party.

4. The Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner they protect the confidentiality of their own proprietary and confidential information of similar nature. Receiving Party, while acknowledging the confidential and proprietary nature of the Confidential Information, agrees to take all reasonable measures at its own expense to restrain its representatives from prohibited or unauthorised disclosure or use of the Confidential Information.
5. Confidential Information shall at all times remain the property of the Disclosing Party and may not be copied or reproduced by the Receiving Party without the Disclosing Party's prior written consent.
6. Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions and summaries of Confidential Information available with the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.
7. The Receiving Party may disclose the Confidential Information only to the Receiving Party's employees and consultants on a need-to-know basis. The Receiving Party shall have executed or shall execute appropriate written agreements with third parties, in a form and manner sufficient to enable the Receiving Party to enforce all the provisions of this Agreement.
8. Confidential Information, however, shall not include any information which the Receiving Party can show:
  - i. is in or comes into the public domain otherwise than through a breach of this Agreement or the fault of the Receiving Party; or
  - ii. was already in its possession free of any such restriction prior to receipt from the Disclosing Party; or
  - iii. was independently developed by the Receiving Party without making use of the Confidential Information; or
  - iv. has been approved for release or use (in either case without restriction) by written authorization of the Disclosing Party.
9. In the event Receiving Party receives a summons or other validly issued administrative or judicial process under Indian laws requiring the disclosure of Confidential Information of the Disclosing Party, the Receiving Party shall promptly notify the Disclosing Party. The Receiving Party may disclose Confidential Information to the extent such disclosure is required by law, rule, regulation or legal process; *provided however*, that, to the extent practicable, the Receiving Party shall give prompt written notice of any such request for such information to the Disclosing Party, and agrees to co-operate with the Disclosing Party, at the Disclosing Party's expense, to the extent permissible and practicable, to challenge the request or limit the scope thereof, as the Disclosing Party may reasonably deem appropriate.
10. Receiving Party shall not use the Disclosing Party's name, trademarks, proprietary words or symbols or disclose under this Agreement in any publication, press release, marketing material, or otherwise without the prior written approval of the other.
11. Neither the execution of this Agreement nor the furnishing of any Information hereunder shall be construed as granting either expressly or by implication, any license under or title to any invention,

patent, copyright, trademark or trade name now or hereafter owned by or controlled by the party furnishing the Information.

12. Receiving Party agrees that the conditions in this Agreement and the Confidential Information disclosed pursuant to this Agreement are of a special, unique, and extraordinary character and that an impending or existing violation of any provision of this Agreement would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law and further agrees that the Disclosing Party shall be entitled to obtain immediately injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.
13. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Parties acknowledge that as damages may not be a sufficient remedy for any breach under this Agreement, the non-breaching party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity.
14. Disclosing Party shall not be liable for any special, consequential, incidental or exemplary damages or loss (or any lost profits, savings or business opportunity) regardless of whether Party was advised of the possibility of the damage or loss asserted.
15. Receiving Party agrees that by virtue of entering into this Agreement Disclosing Party is not obligated to disclose all or any of the Confidential Information to the other as stated in this Agreement. The Disclosing Party reserve the right to disclose only such information at its discretion and which it thinks, is necessary to disclose in relation to the Work.
16. This Agreement will be effective from the date of execution of this Agreement and shall continue to be effective till the Work is terminated by either Party by giving notice in accordance with contract agreement of work, in case either Party foresees that the Work would not be achieved.
17. Notwithstanding anything contained herein, the provisions of this Agreement shall survive and continue after expiration or termination of this Agreement for a further period of five year(s) from the date of expiration.
18. It being further clarified that notwithstanding anything contained herein, in case a binding agreement is executed between the Parties in furtherance of the Work, the terms and conditions of this Agreement shall become effective and form a part of that binding agreement and be co-terminus with such binding agreement and shall be in effect till the term of such binding agreement and shall after its expiry and or early termination shall continue to be in force in the following manner:
  - i. 5 (five) years after the termination of the binding agreement
  - ii. 5 (five) years after the expiry of the binding agreement(whichever is earlier)
19. Receiving Party agrees to take responsibility to ensure compliance of "Guidelines for acquiring and producing Geospatial Data and Geospatial data services", published vide DST notification no SM/25/02/2020 (Part- I) dated 15th February 2021. Receiving Party affirm and undertake that the data collected using under this contract will be stored and processed in Computers/servers/storage media/cloud, physically located within territory of India and shall not

be exported to any foreign country neither it will be handed over to or shared with any Indian/foreign entity located outside territory of India, even after expiry of this agreement.

20. If any provision of this agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision hereof shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
21. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred (subject to contract).
22. This Agreement shall be governed by the laws of India. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in New Delhi, for any action or proceeding regarding this Agreement. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 2015, including any amendments thereof. The arbitration tribunal shall be composed of a sole arbitrator, and such arbitrator shall be appointed mutually by the Parties. The place of arbitration shall be New Delhi, India and the arbitration proceedings shall take place in the English language.
23. Additional oral agreements do not exist. All modifications and amendments to this Agreement must be made in writing.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONFIDENTIALITY AGREEMENT IN ACCORDANCE WITH THE LAWS OF [INSERT THE NAME OF THE CONTRACT GOVERNING LAW COUNTRY] BY AFFIXING THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREIN ABOVE MENTIONED.**

For and on behalf of the Disclosing Party

Signed: *[insert signature of authorized representative(s) of the Disclosing Party]*  
in the capacity of *[ insert title or other appropriate designation]*  
in the presence of *[insert identification of official witness]*

For and on behalf of the Receiving Party

Signed: *[insert signature of authorized representative(s) of the Receiving Party]*  
in the capacity of *[ insert title or other appropriate designation]*  
in the presence of *[ insert identification of official witness]*