

CHANDIGARH SMART CITY LIMITED (CSCL)

INVITES

REQUEST FOR PROPOSAL

FOR

UNDERGROUND UTILITY MAPPING USING GROUND PENETRATING RADAR & OTHER NON-PENETRATING TECHNIQUES

<u>E-TENDERING</u>

(ESTIMATED COST – INR 9.00 CRORE)

<u>ISSUE</u>D BY

Chief Executive Officer (CEO) Chandigarh Smart City Limited (CSCL) 2nd Floor (above SCO 17-18-19), New Bridge Building, Near TDI Mall – Sector 17 A Chandigarh – 160017 (INDIA)

<u>MAY</u> 2019

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DISCLAIMER

- The Chandigarh Smart City Ltd. (CSCL) has prepared this Request for Proposals (RFP) to "UNDERGROUND UTILITY MAPPING USING GROUND PENETRATING RADAR & OTHER NON-PENETRATING TECHNIQUES". The RFP is a detailed document with specifies terms and conditions on which the bidder is expected to work. These terms and conditions are designed keeping in view the overall aim and an objective of the Smart Water Metering.
- CSCL has taken due care in preparation of information contained herein which may or may not be exhaustive or accurate.
- The Bidder acknowledges that prior to the execution of this Agreement; the Bidder has after a careful examination, made an independent evaluation of the Request for Proposals, Scope of the Project, Technical Specifications and all information provided by the CSCL.
- The Parties agree that any mistake or error in or relating to any of the matters set forth in above para shall not vitiate this Agreement, or render it voidable.
- In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in above paras, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the CSCL to give any notice pursuant to this para shall not prejudice the disclaimer of the CSCL contained in above paras and shall not in any manner shift to the CSCL for any risks assumed by the bidder pursuant to this Agreement.
- Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the bidder and the CSCL shall not be liable in any manner for such risks or the consequences thereof.



TENDER NOTICE CHANDIGARH SMART CITY LIMITED (E-Tender Notice)

Chandigarh Smart City Limited (CSCL) invites e-tender (online tender) from the eligible, reputed and established agencies/individuals/company(ies)/firm for "UNDERGROUND UTILITY MAPPING USING GROUND PENETRATING RADAR & OTHER NON-PENETRATING TECHNIQUES"

The detailed Terms and Conditions of this Tender can be obtained from Govt. website *http:/etenders.chd.nic.in*. Prospective Bidders should download the complete Tender Documents only from the website *http:/etenders.chd.nic.in* up to the last date of submission. Addendum/Corrigendum if any, to the Tender Documents shall be uploaded on the aforementioned website only. Hence, the Bidders shall visit the same regularly. Bidders are requested to go through the complete bid documents, criteria and scope of work in particular, before submission of online bid.

Chief Executive Officer (CEO) Chandigarh Smart City Limited (CSCL), 2nd Floor, New Bridge Building No. 2, Near TDI Mall, Sector 17-A, Chandigarh - 160017 (INDIA) Email: <u>smartcity.chd@nic.in</u>



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ABBREVIATIONS AND ACRONYMS		
BDS	Bid Data Sheets	
BG	Bank Guarantee	
CEO	Chief Executive Officer	
CST	Central Sales Tax	
DD	Demand Draft	
DGPS	Differential Global Positioning System	
e.g.	For Example	
EMD	Earnest Money Deposit	
EPL	Electronic Pipe Locator	
etc.	Et Cetera	
FGDB	File Geo Data Base	
GCP	Ground Control Point	
GIS	Graphic Information System	
GPR	Ground Penetrating Radar	
GST	Goods & Services Tax	
i.e.	That Is	
INR	Indian National Rupee	
IST	Indian Standard Time	
ITB	Instructions To Bidders	
JVA	Joint-Venture Agreement	
L1	First Lowest Bidder	
L2	Second Lowest Bidder	
LOI	Letter Of Intent	
MCC	Municipal Corporation Chandigarh	
MIS	Management Information System	
NEFT	National Electronics Funds Transfer	
NRSA	National Remote Sensing Agency	
NUIS	National Urban Information System	
OHSR	Over Head Service Reservoir	
PAN	Permanent Account Number	
PDF	Portable Document Format	
PGDB	Personal Geo Data Base	
POA	Power Of Attorney	
PS	Pumping Station	
RFP	Request For Proposal	
RTGS	Real Time Gross Settlement	
SOI	Survey Of India	
Sq.Km.	Square Kilometer	
STP	Sewage Treatment Plant	
SWD	Storm Water Drainage	
TOR	Terms Of Reference	
TTP	Tertiary Treatment Plant	
T/W	Tube Well	
UGR	Under Ground Reservoir	
UTM	Universal Transverse Mercator	
VAT	Value Added Tax	
WGS-84	World Geodetic System 1984	
WTP	Water Treatment Plant	
WW	Water Works	
	I	



1. INTRODUCTION

1.1 PROJECT BRIEF

CHANDIGARH is a city and a union territory in India that serves as the capital of neighbouring states of Haryana and Punjab. Thus, the city is not part of either of the two states and is governed directly by the Union Government, which administers all such territories in the country.

Chandigarh is bordered by the state of Punjab to the north, west and south, and to the state of Haryana to the east. Chandigarh is considered to be a part of the Chandigarh capital region or Greater Chandigarh, which includes Chandigarh, and the city of Panchkula (in Haryana) and cities of Kharar, Kurali, Mohali, and Zirakpur (in Punjab). It is located 260 km north of New Delhi, 229 km southeast of Amritsar and just 116 km southwest of Shimla.

Chandigarh was one of the early planned cities in post-independence India and is internationally known for its architecture and urban design. The master plan of the city was prepared by Swiss-French architect Le Corbusier, which transformed from earlier plans created by the Polish architect Maciej Nowicki and the American planner Albert Mayer. Most of the government buildings and housing in the city were designed by the Chandigarh Capital Project Team headed by Le Corbusier, Jane Drew and Maxwell Fry.

Location	Chandigarh is located near the foothills of the Sivalik Range of the Himalayas in northwest India. It covers an area of approximately 114 km ² . The exact co-ordinates of Chandigarh are 30.74°N 76.79°E. It has an average elevation of 321 meters.
Climate	Chandigarh has a humid subtropical climate characterized by a seasonal rhythm: very hot summers, mild winters, unreliable rainfall and great variation in temperature (-1 °C to 46 °C).
	The average annual rainfall is 1110.7 mm. The city also receives occasional winter rains (i.e. between mid-December to April-end) from the Western Disturbance originating over the Mediterranean Sea.
	The city experiences the following seasons and the respective average temperatures:
	Spring: The climate remains the most enjoyable part of the year during the spring season (from February-end to early-April). Temperatures vary between (max) 13 °C to 20 °C and (min) 5 °C to 12 °C.
	<u>Autumn</u> : In autumn (from September-end to mid-November), the temperature may rise to a maximum of 30 °C. Temperatures usually remain between 10° to 22° in autumn. The minimum temperature is around 6 °C.
	<u>Summer:</u> The temperature in summer (from mid-April to June-end) may rise to 44 °C. The temperatures might sometime rise to 44 °C in mid-June. Temperatures generally vary between 40 and 42 °C.
	<u>Monsoon:</u> During monsoon (from early-July to mid-September), Chandigarh receives moderate to heavy rainfall and sometimes heavy to very heavy rainfall (generally during the month of August or September).

The following Table represents the basic profile of the city;



	Maximum amount of rain received by the city of Chandigarh during monsoon season is 195.5 mm in a single day. <u>Winter:</u> Winters (November-end to February-end) are mild but it can sometimes get quite chilly in Chandigarh. Average temperatures in the winter remain at (max) 5 °C to 14 °C and (min) -1 °C to 5 °C.
Population	As of 2011 India census, Chandigarh had a population of 1,055,450 persons making for a density of about 9,252 persons per square kilometer.
	Males constitute 55% of the population and females 45%.
	The sex ratio is 818 females for every 1,000 males.
	Chandigarh has an average literacy rate of 86.77%, higher than the national average; with male literacy of 90.81% and female literacy of 81.88%.
	There has been a substantial decline in the population growth rate in Chandigarh, with just 17.10% growth between 2001-2011. Since, 1951-1961 the rate has decreased from 394.13% to 17.10%. This is probably because of rapid urbanization and development in neighbouring cities. The urban population constitutes of as high as 97.25% of the total and the rural population makes up 2.75% as there are only few villages within Chandigarh on its Western and South-Eastern border and majority of people live in the heart of Chandigarh.

The Union Territory of Chandigarh is located in the foothills of the Shivalik hill ranges in the north, which form a part of the fragile Himalayan ecosystem. It is occupied by Kandi (Bhabhar) in the north-east and Sirowal (Tarai) and alluvial plains in the remaining part.

The subsurface formation comprises of beds of boulders, pebbles, gravel, sand, silt, clays and some kankar. The area is drained by two seasonal rivulets viz. Sukhna Choe in the east and Patiala-Ki-Rao Choe in the west. The central part forms a surface water divide and has two minor streams. The stream passing through the central part is called N-Choe and the other is Choe Nala which initiates at Sector 29.

The Chandigarh has been divided into 26 Nos. of Wards. Which covers all the sectors, industrial area phase I & II alongwith sectoral villages and also consists of some area of non-sectoral villages in north-west along Patiala-Ki-Rao (i.e. Khuda Lahora, Dhanas, Dadu Majra, Maloya etc.), in North-East along Sukhna Choe (i.e. IT Park, Manimajra, Mauli Jagran etc.) and in south-east along Railway Track (i.e. Hallo Majra, Ram Darbar, Bair Majra etc.).

The existing status of distribution of landuse in Chandigarh is tabulated below;

S.No.	Sectors	Area (in Sq.Km.)
1.	Sector 1 to 30, Sector 26 E, Industrial Area Phase - I, Sukhna Lake, Golf Club	38.04
2.	Sector 31 to 47, Sector 38 W, Industrial Area Phase – II	20.88
3.	Sector 48 to 56, and Part of Sector 61 & 63	7.57
4.	Periphery	47.51
	Total (Sq.Km.)	114.00



MUNICIPAL CORPORATION CHANDIGARH, The Punjab Municipal Corporation act came into existence through an ordinance passed by the President in 1994. Subsequently, the Punjab Municipal Corporation Act was passed in 1976. This Act has expanded the jurisdiction of the Corporation. Presently the total number of wards is 26.

The Municipal Corporation of Chandigarh the Urban Local Body, it reaches out to the citizens with all the services and amenities starting from tapped water, the safety and security of Citizens. With the advancement of technology, the Municipal Corporation of Chandigarh has currently tried to focus on Transit Oriented Development by making it well connected through roads, railways and proposed metro networks.

SMART CITY MISSION, under which, Municipal Corporation Chandigarh is committed to implement various urban infrastructure developments including 24x7 pressurized Water Supply system, Recycle water supply system, Augmentation of STP's, Installation of Smart water metering etc., to improve the basic amenities and services to the residents of Chandigarh City. For this purpose SPV under the name & style Chandigarh Smart City Limited (CSCL) has been created.

The existing underground utility information available with MCC is not complete and that too the data is available in the form of hard copies. MCC therefore found it necessary to engage an experienced agency for carrying out the required surveys and investigations for capturing the underground utility information using latest technologies taking into account of existing useful information available with MCC.

1.2 OBJECTIVE

The objective of the assignment is to perform "Underground Utility Mapping using Ground **Penetrating Radar & Other Non-Penetrating Techniques**" and to provide improvised information of Municipal's functions including planning, development and its management covering various components, i.e. Roads, Infrastructure, Utilities or Service Lines etc.

To perform "Underground Utility Mapping using Ground Penetrating Radar & Other Non-Penetrating Techniques", Chandigarh Smart City Limited (CSCL) is desirous of appointing a renowned agency for successful completion of said assignment/project.

1.3 DUE DILIGENCE BY BIDDERS

Bidder(s) may prior to submitting their Proposals online, examine the requirements at their own expense and obtain and ascertain for themselves, at their own responsibility and other information necessary for preparing their Proposals.

Bidder(s)s may prior to submitting the proposal may carry out reconnaissance of the area and get acquainted with the existing situation.

Bidder(s) shall be deemed to have full knowledge of the requirements of the work. Chandigarh Smart City Limited (CSCL) will not accept any responsibility or liability for any errors, omissions, inaccuracies or errors of judgment with respect to information or materials provided by Chandigarh Smart City Limited (CSCL), in this RFP Document or otherwise, with respect to this assignment/project. Although such information and materials are to the best of Chandigarh Smart City Limited (CSCL)'s belief, however their verification is the sole responsibility of Bidder.

Neither Chandigarh Smart City Limited (CSCL), nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information



provided nor will have any liability to any bidder(s) which may arise from or be incurred or suffered in connection with anything contained in this RFP and the award of the work or otherwise arising in any way from the selection process.

1.4 PURCHASE OF BID DOCUMENT

Interested bidder(s) can purchase/download the tender documents online from website <u>https://etenders.chd.nic.in</u> from . 27/05/2019 to 03/07/2019. The bidder(s) shall pay INR 10,000 /-

Only (Indian National Rupee Ten Thousand Only) (excluding GST) as Bid Document Charges (*Non-refundable*) through online mode available on said website for purchasing the tender document.

1.5 BID VALIDITY PERIOD

Each Proposal shall indicate that it is a firm Proposal and that the Proposal will remain valid for a period not less than Seventy Five (75) Days from the due date of the submission of the Proposal.

Chandigarh Smart City Limited (CSCL) will reject any Proposal, which does not meet this Bid Validity Period requirement.

Chandigarh Smart City Limited (CSCL) may request one or more extensions of the Bid Validity Period. To make such request, Chandigarh Smart City Limited (CSCL) shall give notice in writing to the Bidder(s) at least Seven (7) Days prior to expiration of the Bid Validity Period.

When an extension of the Bid Validity Period is made, Bidder(s) shall not be permitted to change the terms and conditions of their Bids.

The Bid Validity Period of the Successful Bidder shall be automatically extended till the date on which the Agreement is signed and is in force.

1.6 AMENDMENT OF RFP

The Addendum/Corrigendum will be displayed on the website <u>https://etenders.chd.nic.in</u>. Each such Addendum/Corrigendum shall become part of the RFP Document.

1.7 COMMUNICATION BETWEEN BIDDER(S) & CHANDIGARH SMART CITY LIMITED (CSCL)

All communication, unless specified otherwise, on this RFP Document to Chandigarh Smart City Limited (CSCL) shall be addressed to:

Chief Executive Officer (CEO), Chandigarh Smart City Limited (CSCL) 2nd Floor (above SCO 17-18-19), New Bridge Building, Near TDI Mall – Sector 17 A Chandigarh – 160017 (INDIA) Tel: 0172-2708765 Email: <u>smartcity.chd@nic.in</u>



1.8 DETAILS REGARDING THE TENDER PROCESS

Name of Project	Underground Utility Mapping using Ground Penetrating Radar & Other Non-Penetrating Techniques
Cost of Project (Estimated)	INR 9.00 Crore (INR Nine Crore Only)
Name of the Client	Chandigarh Smart City Limited (CSCL)
Address of the Client	Chief Executive Officer (CEO) Chandigarh Smart City Limited (CSCL) 2 nd Floor (above SCO 17-18-19), New Bridge Building, Near TDI Mall – Sector 17 A Chandigarh – 160017 (INDIA) Tel: 0172-2708765 Email: smartcity.chd@nic.in
Mode	E-Tendering
Website	https://etenders.chd.nic.in
Tender Fee (Non – Refundable)	INR 10,000 /- Only +18% GST to be paid by Bank Transfer through RTGS in the A/c of CSCL (A/c No.: 50100047016350; A/c Name: Chandigarh Smart City Limited.; Bank Name & Address: HDFC Bank, SCO 78-79, Sector 8 – C, Chandigarh – 160008; IFSC: HDFC0000107).
Date of Purchase (Tender)	27/05/2019
Date of Submission of Clarifications/Queries	Not later than due date of Pre-Bid Meeting
Contact Details for Queries	smartcity.chd@nic.in Clarifications/Queries will not be entertained other than received on above email
Date of Pre-Bid Meeting	07/06/2019, 15:00 (IST)
Place of Pre-Bid Meeting	Chief Executive Officer (CEO) Chandigarh Smart City Limited (CSCL) 2 nd Floor (above SCO 17-18-19), New Bridge Building, Near TDI Mall – Sector 17 A Chandigarh – 160017 (INDIA)
Date of Submission (Tender)	03/07/2019, 15:30 (IST)
Bid Validity Period	180 Days from the due date of the submission (Tender)
Details of Opening (Technical Proposal Only)	03/07/2019, 16:30 (IST)
Details of Opening (Financial Proposal)	To be informed later on
Bid Security/ Earnest Money Deposit	INR 18,00,000 /- (INR Eighteen Lac Only) to be paid in the form of Demand Draft drawn by one of the Nationalized / Scheduled Banks in India in favor of Chandigarh Smart City Limited, payable at Chandigarh or by Bank Transfer through RTGS in the A/c of CSCL (A/c No.: 50100047016350; A/c Name: Chandigarh Smart City Limited.; Bank Name & Address: HDFC Bank, SCO 78-79, Sector 8 – C, Chandigarh – 160008; IFSC: HDFC0000107).



Underground Utility Mapping using Ground Penetrating Radar & Other Non-Penetrating Te	chniques
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	Scanned Copy of the Demand Draft or proof of bank transfer of requisite amount of Bid Security shall be submitted online. The Original Demand Draft shall be submitted at the office of CSCL, i.e. Second Floor New Bridge Building no. 2, Near TDI Mall, Sector 17 A, Chandigarh – 160017 on the date of opening of Pre-Qualification Bid
Performance Bank Guarantee	 Within 7 days of issue of the Letter of Intent by the Employer, the successful Bidder shall deliver to the Employer a Performance Security in the form of unconditional and irrevocable Bank Guarantee as specified in this RFP for an amount equivalent to 5% of the Contract Price. It shall be issued by (a) a Nationalized/Scheduled Indian Bank or (b) a foreign bank located in India and acceptable to the Employer and the same shall be valid minimum 60 days from the date of expiry of defect liability period. For extension of time for submission of Performance Guarantee beyond stipulated time, CSCL will charge 12% per annum on daily basis but such extension shall not exceed by another seven (7) days. However, in case last date of submission of performance guarantee happens to be bank holiday the last day of submission shall be the next working day. Performance Guarantee shall remain valid for a minimum period of Sixty (60) Days beyond the stipulated date of completion of all contractual obligations. Failure of the successful Bidder to comply with the above requirements, shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

1.9 PROPOSAL PREPARATION COST

The Bidder(s) shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the Bidding Process. Chandigarh Smart City Limited (CSCL) shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding.



1.10 GENERAL PROVISIONS

1.10.1 NON-DISCRIMINATORY AND TRANSPARENT BIDDING PROCEEDINGS

Chandigarh Smart City Limited (CSCL) shall ensure that the rules for the Bidding Process for the Project are applied in a non-discriminatory, transparent and objective manner. Chandigarh Smart City Limited (CSCL) shall not provide any information to its Bidder(s), with regard to the Project or the Bidding Process, which may have the effect of restricting competition.

1.10.2 PROHIBITION AGAINST COLLUSION WITH OTHER BIDDER

Each Bidder(s) shall submit a Single Bid. Each Bidder(s) shall warrant by its Bid that the contents of its Bid have been arrived at independently. Any Bid which has been arrived at through consultation, collusion, or understanding with any other prospective Bidder for the purpose of restricting competition shall be deemed to be invalid and the Bidder shall lose its Bid Security. Anti-collusion certificate shall be submitted as per format given.

1.10.3 ENTITY BARRED FROM BIDDING

Any entity which has been barred by the Central Government or any State Government or a statutory authority or a public sector undertaking, as the case may be, from participating in any assignment/study and the bar subsists as on the Date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

1.10.4 ONGOING LEGAL DISPUTE WITH MUNICIPAL CORPORATION

Any entity which has ongoing legal dispute with Municipal Corporation Chandigarh and such dispute is under an arbitral or judicial authority shall not be eligible to submit a Proposal either by itself or through its Associate.

1.10.5 INDUCEMENTS

Any effort by Bidder(s) to influence processing of Bids or award decision by Chandigarh Smart City Limited (CSCL), or any officer, agent or Advisor thereof may result in the rejection of such Bidder's Bid. In such a rejection of Bid, the Bidder(s) shall lose its Bid Security.

1.11 CONFIDENTIALITY

Chandigarh Smart City Limited (CSCL) shall treat all Bids and other documents, information and solutions submitted by Bidder(s) as confidential, and shall take all reasonable precautions that all those who have access to such material, treat this in confidence.

Chandigarh Smart City Limited (CSCL) will not divulge any such information unless it is ordered to do so by any authority, which has the power to require its release.

Each Bidder(s) shall, whether or not submit its Bid, treat the RFP Document and other documents and information provided by Chandigarh Smart City Limited (CSCL) in connection with the Project or the bidding proceedings as confidential. The Bidder(s) shall not disclose or utilize any such documents, information without the written approval of Chandigarh Smart City Limited (CSCL) or as required by law or any governmental authority.

Chandigarh Smart City Limited (CSCL) and each bidder(s) shall ensure that their associate or any third party to whom for the bid document was required to be divulged for the preparation of bid or for evaluation, as the case may be, such associates or third party maintains the confidentiality of the bid document and the evaluation.



Any information relating to examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to Bidder(s) or any other person not officially concerned with the Bid Process until the award to the Successful Bidder has been communicated.

1.12 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

Notwithstanding anything contained in this RFP, Chandigarh Smart City Limited (CSCL) reserves the right to accept or reject any Proposal and to annul or suspend the bidding process and reject all Proposals without assigning any reason hereof, at any time prior to the issuance of Letter of Intent (LOI) without incurring any liability or consequences or any obligation to inform the affected Bidder(s) of the grounds for rejection.

1.13 PROPOSAL DUE DATE

Chandigarh Smart City Limited (CSCL) requires that Proposals responding to this RFP be submitted as per the Proposal Due Date mentioned already under DETAILS REGARDING THE TENDER PROCESS and or as specified in the RFP document.

Chandigarh Smart City Limited (CSCL) may, in its absolute discretion and prior to the Proposal Due Date, extend the deadline for submission of the Proposals, including for the reasons of insufficient response on the proposed due date. Notice of any extension of the Proposal Due Date shall be given in the form of Addendum/Corrigendum.

The Addendum/Corrigendum will be displayed on the website <u>https://etenders.chd.nic.in</u>. Each such Addendum/Corrigendum shall become part of the RFP Document.

1.14 ALTERATION/MODIFICATION/WITHDRAWAL OF SUBMITTED PROPOSAL

No changes/withdrawal to the submitted proposal shall be allowed.

1.15 SOURCE COUNTRY

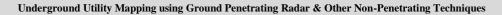
Eligible source country for all Bidder(s) is defined as "India", and further referred to as "the country of origin". The Bidder(s) shall be a registered in India in accordance to the applicable Laws.

1.16 LANGUAGE

The Proposal and all related correspondence and documents shall be written in English Language. Supporting documents and printed literature furnished by Bidder(s) with the Proposal may be in any other language provided that they are accompanied by an appropriate translation of pertinent passages in the English language. Supporting materials, which are not translated into English, will not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

1.17 CURRENCY

The currency(ies) of the bid and the payment currency(ies) shall be in Indian National Rupee (INR), and further referred to as "the local currency".



2.	INSTI	INSTRUCTIONS TO BIDDERS (ITB)		
2.1	ELIG	ELIGIBILITY CRITERIA		
	2.1.1	GENERAL		
		The bidder(s) shall be any registered partnership firm or Limited Company, and must be legally competent. (shall be eligible as per the constitutional document for providing advisory services for this kind of the project and shall not be insolvent/bankrupt as per the laws of India).		
		 Bidder(s) may form Consortium or Joint-Venture; but not more than 2 entities are allowed. Joint-Venture(s) must comply with the following requirements; One of the member of the JV firm shall be its lead member, who shall have a majority (at least 51% share of interest in JV firm). The other member shall have a share of not less than 26%. Joint-Venture(s) must satisfy collectively all the qualifying criteria as specified in this RFP. 		
		 No Partner can be associated or member of more than one joint-venture for this bid as well as no bidder(s) can submit more than one bid. 		
		• The Lead Partner applying for this bid on behalf of joint-venture shall submit complete information pertaining to himself and the other joint-venture partner, as required w.r.t. all the qualifying criteria as specified in this RFP.		
		• The original agreement confirming the intent of the partners to form Joint- Venture shall be as per BDS 4.4: Joint-Venture Agreement.		
		• The financial participation of each member of the joint-venture, the scope of work and responsibilities of each partner w.r.t. planning, execution etc. of the work under this contract should be clearly defined in this agreement.		
		• The signatories to the agreement shall be only those holding a Power of Attorney. The latest Power of Attorney of signatory should be provided.		
		• The Lead Partner of the Joint-Venture shall be the only one who will be authorized to receive instructions for and on behalf of the Joint-Venture.		
		• All the partners of the Joint-Venture shall be liable jointly and severally for the execution of the project.		
		• The formation of Joint-Venture after bidding, and any change in a Joint-Venture will not be accepted by the Chandigarh Smart City Limited (CSCL).		
		In the first step, Chandigarh Smart City Limited (CSCL) will evaluate the information submitted by the Bidder including the general information, eligibility criteria, etc. The bidder not fulfilling the minimum eligibility criteria will not be considered for bid evaluation. The eligibility criteria is as under;		
	2.1.2	TECHNICAL		
		 The Bidder(s) shall have successfully completed during last Seven (7) Years ending on previous day of last of submission of bid; One similar work (as defined below) of cumulative value not less than 80% of the estimated cost of the work from a single client, or Two similar works (as defined below) each of the cumulative value not less 		
		 than 60% of the estimated cost of the work from at least two different clients, or Three similar works (as defined below) each of the cumulative value not less than 40% of the estimated cost of the work from at least three different clients, or 		
		The Bidder(s) shall have experience of similar nature of works/similar works, i.e. experience in handling and successful completion of any project based on; GIS (Geographic Information System) or/and GPR (Ground Penetrating Radar) & Other Non-Penetrating Techniques.		



The Bidder(s) shall have undertaken at least one project of mapping of any two out of (i)
Survey, (ii) Water utilities, (iii) Sewerage utilities, (iv) Power and Telecommunication
utilities, (v) Gas Pipelines in the last Seven (7) Years.

2.1.3 FINANCIAL

Financial Turnover

- In case of Solo entity or Single Bidder; must satisfy minimum Average Annual Turnover of at least INR Four Crore Fifty Lac (Rs. 4.50 Crore) or above for last Three (3) Financial Years 2015-16, 2016-17, 2017-18.
- In case of Joint-Venture; must satisfy collectively minimum Average Annual Turnover of at least INR Four Crore Fifty Lac (Rs. 4.50 Crore) or above for last Three (3) Financial Years 2015-16, 2016-17, 2017-18.
- The Should not have incurred any loss (profit after tax should be positive) in more than two (2) years during the last five (5) years ending 31.03.2019.
- Necessary, additional documents/sheets should be attached along with, e.g. Audited Financial Statements for the last Three (3) Financial Years 2015-16, 2016-17, 2017-18, and must demonstrate the soundness of the Bidder's Financial Position etc.
- > The information shall be furnished in BDS 4.7: Financial Turnover.

Financial Capabilities

- In case of Solo entity or Single Bidder; must satisfy minimum criteria of at least 25% (i.e. INR 1.125 Crore) of the overall minimum Average Annual Turnover (i.e. INR 4.50 Crore) to demonstrate that it has access to, or as available Liquid Assets (aggregate of Working Capital, Cash in hand) and/or lines of Credit sufficient to meet the execution Cash Flow requirements.
- In case of Joint-Venture; must satisfy collectively minimum criteria of at least 25% (i.e. INR 1.125 Crore) of the overall minimum Average Annual Turnover (i.e. INR 4.50 Crore) to demonstrate that it has access to, or as available Liquid Assets (aggregate of Working Capital, Cash in hand) and/or lines of Credit sufficient to meet the execution Cash Flow requirements.
- Necessary, additional documents/sheets should be attached alongwith, e.g. Details/Copy of the Source of Finance (in original, not old than Three Month from the Date of Bid Submission) specifying proposed sources of financing (i.e. Overdraft/Credit from Bank/Solvency Certificate from Bank, etc.), the bidder(s) should demonstrate that it has access to, or have available, liquid assets, unencumbered real assets, line of credit, or any other financial means to meet the cash flow demands of the work.
- > The information shall be furnished in BDS 4.8: Financial Capabilities.

2.1.4 MISCELLANEOUS



In addition to above, Bidder(s) must provide the following;

- Copies of the original documents defining the constitution or legal status, place of registration and principal place of business; written Power of Attorney (POA) to the signatory of the Bid.
- Reports on Financial standings of the Bidder(s), such as profit and loss statements and auditor's reports for last Three (3) Financial Years.
- Evidence of access to line(s) of credit and availability of other financial resources (as required w.r.t. Financial Capabilities), certified by the bankers (not more than 3 months old w.r.t. due date of the submission).
- List of similar works completed during previous years duly supported with performance certificate from authority for whom work has been completed and information shall include name of work, estimated cost, date of start & completion.
- List of personnel(s), should be as per in BDS 4.12: Personnel Capabilities.
- List of equipment(s), should be as per in BDS 4.13: Equipment Capabilities.



2.2 SUBMISSION OF BID(s)

Complete bidding process will be online (e-tendering).

All the notification & details terms and conditions regarding, this bid hereafter will be published online on website <u>https://etenders.chd.nic.in.</u>

Bidding documents can be seen and downloaded from the above website. The bid can be submitted in electronic format on the above website as specified under DETAILS REGARDING THE TENDER PROCESS and or as specified in the RFP document.

Bids must be accompanied with scanned copy of EMD in the form of Bank Guarantee. Bid shall be treated as invalid if scan copies are not submitted online along with the bid. Bidder(s) shall submit original bank guarantee at the address as specified under DETAILS REGARDING THE TENDER PROCESS and or as specified in the RFP document.

The desired qualification information *(in respective formats)* as specified in RFP, Bidder(s) should upload information as scanned copies in PDF format. If required, Bidder(s) should submit original copies of scanned copies for verification during opening of Technical Proposal.

Time and Date of opening of Financial Bids will be informed by email to Technically Qualified Bidder(s).

The guidelines to download the tender documents and online submission of bids and procedure of tender opening can be downloaded from website <u>https://etenders.chd.nic.in.</u>

Chandigarh Smart City Limited (CSCL), reserves the right to accept or reject any or all the tenders without assigning any reason.

2.3 DOCUMENTS COMPRISING OF BID

2.3.1 FOLDER 1 - TECHNICAL

Bidder(s) need to upload/submit duly signed Forms as prescribed (*enclosed in Sample Forms*) along with documentary evidence as under;

- Checklist.
- Proof of Submission of Tender Document Fee
- Proof of Submission of EMD
- ➢ Letter of Proposal.
- Power of Attorney (POA).
- ➢ Joint-Venture Agreement (JVA).
- ➢ General Information of Bidder.
- ➢ Financial Turnover.
- ➢ Financial Capabilities.
- Experience Record Details of overall works.
- Experience Record Details of similar nature of works.
- Experience Record Details of ongoing commitments/works.
- List of Key Personnel.
- List of Key Equipment.
- ➢ Litigation History.
- Details/Copy of PAN.
- Details/Copy of latest Income Tax returns.
- Details/Copy of GST.
- Details/Copy of latest VAT/CST returns.
- Affidavit/Undertakings;



- That "agrees to all the Terms & Conditions of bidding document".
- That information being submitted is correct and true, and that any false information shall lead to disqualification at any stage.
- That "agrees if any further qualifying information may be requested, and agrees to furnish any such information at the request of the Municipal Corporation Chandigarh".
- That "binds himself with all the stipulations of the Bidding Document including period of completion, provision of adequate equipment, personnel and other resources required for completion within the stipulated completion period and agrees to augment them, if found necessary for timely completion of the Project/Work, as desired by the Municipal Corporation Chandigarh/Engineer/Employer".
- That "shall not sub-contract/sub-let or assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the firm, any of its rights or obligations under the contract or any part, share or interest therein".
- That "not having been black-listed or debarred by any Govt./Semi-Govt./Corporation/Organization at any stage".
- That "not having any ongoing legal dispute with Municipal Corporation Chandigarh".
- Anti-Collusion Certificate.
- Organizational Structure.
- Approach and Methodology.
- Implementation Schedule.
- Format of Bid Security
- Format of Performance Bank Guarantee
- ➢ Form of Agreement (FOA)
- Format Of Data Security

The entire proposal shall be strictly as per the Sample Forms (enclosed in Bid Data Sheets) in this document. Bids with deviation from these formats shall be liable for rejection.

2.3.2 FOLDER 2 - FINANCIAL

The Financial Proposal shall be submitted strictly as per Format given on website <u>https://etenders.chd.nic.in.</u>

The Price shall be quoted entirely in the currency of Indian National Rupee (INR), and further referred to as "the local currency".

S. No.	Type of Road	Width (meters)	Length (in KM)
1	V1	30 to 32	26.91
2	V2	20 to 25	65.27
3	V3	17 to 20	103.19
4	V4	12 to 20	47.02
5	V5	9 to 12	110.22
6	V6	4 to 5	493.82
7	Village Roads	4 to 5	155.39
8	MM Town Road	3 to 6	29.84
9	Other	7 to 9	17.81
10	Back/Service Lane	Less than 3	500.00

The scope of work covers Road Network (approx.) as tabulated below:

(*Note:* It includes - Median, Carriage Way, Shoulder, Berm, Service Lane, Right Of Way upto the native boundary)

The Bidder's quote includes all Taxes and Duties. Further, the MCC will not be liable to pay any differences in Taxes/Duties applicable, on due date of submission or during the implementation upto completion of the project. Thus, the quoted Price shall remain fixed throughout the contract period. Therefore, Bidder shall not be entitled to claim any sort of concession, whatsoever on account of the rise in the prices of the articles in the market due to whatsoever reasons during the period of contract.

2.3.3 SUBMISSION INSTRUCTIONS

The Bidder(s) are expected to carefully review the contract provisions described in the RFP for preparation of their Bids/Proposals.

The entire proposal shall be strictly as per the Bid Data Sheets (BDS or Sample Forms) in this document. These forms must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested. Bids with deviation from these formats shall be liable for rejection.

2.4 BID VALIDITY PERIOD

Each Proposal shall indicate that it is a firm Proposal and that the Proposal will remain valid for a period not less than Seventy Five (75) Days from the due date of the submission of the Proposal.

Bid shall remain valid for the period as already specified under DETAILS REGARDING THE TENDER PROCESS and or as specified in the RFP document.

A Bid/Proposal valid for a shorter period shall be considered nonresponsive and will be rejected.

2.5 BID SECURITY/EARNEST MONEY DEPOSIT (EMD)

The amount of the Bid Security/EMD as already specified under DETAILS REGARDING THE TENDER PROCESS and or as specified in the RFP document, and shall be in the shape of online transfer, i.e. RTGS, NEFT, Bank Guarantee, Demand Draft, etc.

The Bid(s) not accompanied by the requisite Bid Security/EMD shall be considered nonresponsive and will be rejected.

The EMD given by all the bidder except the lowest bidder shall be refunded immediately after the expiry of stipulated bid validity period or immediately after acceptance of successful bidder, whichever is earlier without any interest.

The Bid Security/EMD of the Successful Bidder, i.e. First Lowest (L1) Bidder will be returned after submission of its Performance Bank Guarantee.

In case Chandigarh Smart City Limited (CSCL) decides to terminate the Bidding Process, Chandigarh Smart City Limited (CSCL) will promptly release Bid Security/EMD of all the Bidder(s).

The Bid Security/EMD shall be forfeited in the following cases, without prejudice to its other rights or claims against the Bidder(s) under any other section of this document or provisions of law;

1. If after Bid opening the Bidder(s) withdraws his bid during the period of Bid Validity specified in the Bid;

OR

2. If the Bidder(s) having been notified to the acceptance of his bid by Employer during the period of Bid validity:



- Breach of Anti-Collusion clause.
- ▶ Fails to accept and comply Letter of Intent (LOI).
- ➢ Fails to execute the Form of Agreement (FOA).
- Fails or refuses to furnish the Performance Bank Guarantee.

2.6 PERFORMANCE BANK GUARANTEE

Within 7 days of issue of the Letter of Intent by the Employer, the successful Bidder shall deliver to the Employer a Performance Security in the form of unconditional and irrevocable Bank Guarantee as specified in this RFP for an amount equivalent to 5% of the Contract Price.

It shall be issued by (a) a Nationalized/Scheduled Indian Bank or (b) a foreign bank located in India and acceptable to the Employer and the same shall be valid minimum 60 days from the date of expiry of defect liability period. For extension of time for submission of Performance Guarantee beyond stipulated time, CSCL will charge 12% per annum on daily basis but such extension shall not exceed by another seven (7) days. However, in case last date of submission of performance guarantee happens to be bank holiday the last day of submission shall be the next working day. Performance Guarantee shall remain valid for a minimum period of Sixty (60) Days beyond the stipulated date of completion of all contractual obligations.

Failure of the successful Bidder to comply with the above requirements, shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

2.7 **BID(s) OPENING**

Bid(s) received shall be opened as specified under DETAILS REGARDING THE TENDER PROCESS and or as specified in the RFP document.

The Bids shall be opened in the presence of authorized representatives of the Bidder(s), who choose to attend. The names of authorized representatives of the Bidder(s) will be announced at the Bid Opening and recorded.

After the Bid Opening, information relating to the examination, clarification and evaluation of Bids and recommendations concerning the Bid Award shall not be disclosed.

2.8 **RESPONSIVENESS OF BID(s)**

The Bid(s) received would be subject to a responsiveness check followed by a step-wise evaluation procedure. The Bid(s) submitted by Bidder(s) shall be initially scrutinized to establish "Responsiveness". The Bid(s) shall be deemed "Responsive" if it satisfies all of the following requirements;

- ▶ It is received by the due date as specified.
- ▶ It is accompanied by a valid tender fee
- ▶ It is accompanied by a valid Bid Security/EMD.
- ▶ It has strictly followed the procedure laid down for submission of Bid(s).
- It includes sufficient information for it to be evaluated and is in the requisite formats as specified.

The Bid(s) not satisfying any of the above conditions shall be deemed to be Non-Responsive and liable to rejection.

Chandigarh Smart City Limited (CSCL) reserves the right to reject any of Bid(s) if;

- > At any time, a material misrepresentation is made or uncovered, or
- The Bidder does not respond promptly and thoroughly to requests for supplementary information required for evaluation of the Bid(s).

The only "Responsive" Bid(s) of Bidder(s) shall be evaluated.



2.9 EVALUATION OF BID(s)

In the first step, CSCL will evaluate the Technical Proposal submitted by the Bidder(s) as per the eligibility criteria as mentioned in Clause 2.1 of Instructions to Bidders.

CSCL would subsequently evaluate the adequacy of the technical information so as to comply with the conditions set out in the Agreement. However, no weightage will be given for the same. The objective of the Technical Evaluation shall be to access the technical competence of the Bidder(s). However, if required at any stage during technical evaluation of bid(s), clarifications may be sought from the bidder(s). Also, Bidder(s) may be asked to make presentation on their technical competence, if required.

After completion of Technical evaluation, CSCL would prepare a list of Technically Qualified/Eligible Bidder(s). Therefore, CSCL all the Technically Qualified/Eligible Bidders(s) will be notified and requested to attend the opening of their Financial Bid(s), Date and Time and Venue of the same will also be intimated to respective Bidder(s).

Thereafter, Financial Bid(s) of Technically qualified/eligible Bidder (s) shall be opened in the presence of authorized representatives of the Bidder(s), who choose to attend. The names of authorized representatives of the Bidder(s) will be announced at the Bid Opening and recorded

2.10 SELECTION OF SUCCESSFUL BIDDER

As stated already under DETAILS REGARDING THE TENDER PROCESS and or as specified in the RFP document.

The bidder quoting the Lowest Price will be considered as "Successful Bidder" i.e. First Lowest (L1) Bidder. Such Successful Bidder would be issued a Letter of Intent (LOI).

2.11 AWARD OF CONTRACT

Chandigarh Smart City Limited (CSCL) shall intimate the decision to the Successful Bidder and then take further steps to award the Contract to the Successful Bidder. The Successful bidder shall the contract agreement with fifteen (15) days of issuance of Letter of Intent.

2.12 INTERPRETATION OF DOCUMENTS

Chandigarh Smart City Limited (CSCL) will have the sole discretion in relation to;

- > The interpretation of this RFP, the proposals and any documentation provided in support of the proposals.
- All decisions in relation to the evaluation and ranking of proposals, whether or not to require any clarifications or additional information from Bidder(s) in relation to its proposal and the selection of the Successful Bidder.
- Chandigarh Smart City Limited (CSCL) will have no obligation to explain its interpretation of this RFP, the proposals or their supporting documentation and information or to explain the evaluation process, ranking process or the selection of the Successful Bidder.

2.13 **DISPUTE RESOLUTION**

2.13.1 Amicable Resolution

a. Any dispute, difference or controversy whatever nature howsoever arising under or out of or in relation to this Agreement between the parties, and so notified in writing by either party to the other party (the "Dispute") shall in the first instance, be attempted to the resolved amicably in accordance with the procedure set forth in Clause 5.2.21.2 below.

b. The parties agree to use their best efforts for resolving all disputes arising under or in



respect of this agreement promptly, equitably and in good faith, and further agree to provide each other with a reasonable access during normal business hours to all information and data pertaining to any dispute.

2.13.2 Direct Discussion between Parties

The Parties agree that any dispute that may arise between them shall be first submitted for direct discussion between the parties. For this purpose, "the notice of dispute" sent by one party to other party under clause 2.13.1 shall be considered an invitation for discussion, and it should specify a reasonable time and venue for conduct of the negotiation proceedings. In addition, the notice of dispute shall specify the basis of the dispute and the amount claimed. In the direct discussion proceedings, each party shall be represented by the officials or employees with sufficient knowledge and authority over the subject matter of the dispute in order for the discussion to be meaningful. At the discussion proceedings, the party that has given the notice of dispute shall present an offer of a settlement, which may form that starting point of discussion between the two parties during the discussion proceedings.

2.13.3 Arbitration

Any dispute, difference or Claim arising out of or in connection with this agreement which is not resolved amicably shall be settled by Arbitration in accordance with the Provisions of the Arbitration and Conciliation Act, 1996 including the Arbitration and Conciliation (Amendment) Act, 2015 and any statutory modification/amendments thereof for the time being in force to be read with the Chandigarh Arbitration Centre (CAC) Rules, 2018. The appointment of Arbitrator(s) shall be made from the approved Panel of Arbitrators provided under the Chandigarh Arbitration Centre (CAC) (Arbitration Proceedings) Rules, 2018 as available on the website of High Court of Punjab and Haryana at Chandigarh i.e. https://highcourtchd.gov.in/?trs=adr rules by the parties. The Dispute shall be referred to a Sole Arbitrator to be appointed by mutual consent of the Parties herein. In case of disagreement on the appointment of Sole Arbitrator by the parties, there shall be a Board of Three (3) Arbitrators of whom one shall be appointed by the Employer, one shall be appointed by the Successful Bidder, and the third shall be appointed by the two arbitrators appointed as aforesaid. The award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum. The fees of the Arbitral Tribunal and the cost of the arbitration proceedings shall be borne by the Parties in equal proportions. Each Party shall be bear its own legal fees incurred as a result of any Dispute under this Clause. Pending the submission of and/or decision on a Dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement.

2.14 JURISDICTION

The arbitration proceedings shall be conducted in Chandigarh and the venue of the Arbitration proceedings shall be the Chandigarh Arbitration Centre. The arbitration proceedings shall be conducted in the English language.



3. TERMS OF REFERENCE (TOR)

3.1 GENERAL

Chandigarh Smart City Limited (CSCL) intends to appoint agency/firm to carry out the work of "Underground Utility Mapping using Ground Penetrating Radar & Other Non-Penetrating Techniques", which is mainly mapping of all the underground utilities along with allied components (i.e. manholes, chambers, road gullies, valves, etc.) including integration/superimposition of the above on Geo-referred Base Map provided by CSCL.

S. No.	Type of Road	Width (meters)	Length (in KM)
1	V1	30 to 32	26.91
2	V2	20 to 25	65.27
3	V3	17 to 20	103.19
4	V4	12 to 20	47.02
5	V5	9 to 12	110.22
6	V6	4 to 5	493.82
7	Village Roads	4 to 5	155.39
8	MM Town Road	3 to 6	29.84
9	Other	7 to 9	17.81
10	Back/Service Lane	Less than 3	500.00

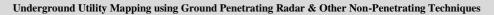
The scope of work covers Road Network (approx.) as tabulated below:

(Note: It includes - Median, Carriage Way, Shoulder, Berm, Service Lane, Right Of Way upto the native boundary)

The selected agency/firm shall be required to generate all the data sets as per the Design Standards of International, National Urban Information System (NUIS).

Mainly following activities is to be covered under the project, but not limited to;

- **Generating Baseline data:** review and collection of complete details of existing utilities.
- Data Validation: the agency/firm shall check the source and reliability of the data collected, documents, etc.
- The agency/firm shall be provided with sufficient number of Ground Control Points (GCPs) collected through Differential Global Positioning System (DGPS) survey.
- The agency/firm shall perform Underground Utility Mapping using Ground Penetrating Radar & Other Non-Penetrating Techniques by using the GCPs.
- The agency/firm shall work with Chandigarh Smart City Limited (CSCL) to finalize the data collected by using Ground Penetrating Radar & Other Non-Penetrating Techniques as per NUIS and International Design Standards.
- The agency/firm shall integrate complete information of underground utilities its features such as water supply network, storm water drainage system, sewerage system, tertiary treated water network, electricity/power cables, street lighting, telecommunication cables, gas-pipelines, etc. along with allied components (i.e. manholes, chambers, road gullies, valves, etc.) in individual layers with base map.
- Field Verification: The field survey verification is to be performed as per the instructions set by the Chandigarh Smart City Limited (CSCL). The field survey would include the verification of the existing data and adding missing data or addition to the database.
- > The agency/firm shall also impart training program/workshop.
- Data Integration: Finally, complete data shall be integrated on GIS platform and handed over to Chandigarh Smart City Limited (CSCL) upto its level of satisfaction.
- > After successful completion, the agency/firm shall give a support and regular monthly



updating of maps for the period of Three (3) Months. One GIS expert has to be placed in Chandigarh Smart City Limited (CSCL) for this 3 months period to update the data provided by Chandigarh Smart City Limited (CSCL).

3.2 SCOPE OF SERVICES

The selected agency/firm shall undertake the following tasks as described below but not limited to, for satisfactory performance of the services within the contractual framework;

3.2.1 GENERATING BASELINE DATA (PREPARATION OF GIS BASE MAP)

- The selected agency/firm shall collect the available maps and secondary data from concerned departments. A set of such maps that will form database is illustrated below;
 - Base Map/Chandigarh (UT) Map.
 - Maps/Engineering drawings of utilities water supply network, storm water drainage system, sewerage system, tertiary treated water network, electricity/power cables, street lighting, telecommunication cables, gas-pipelines, etc. along with allied components (i.e. manholes, chambers, road gullies, valves, etc.) available with MCC/any other concerned department.
 - $\circ\,$ All features should be collected along with the necessary attributes that will be later used for annotation.

3.2.2 UNDERGROUND UTILITY SURVEY AND MAPPING

Mainly following underground utility mapping and allied components details would be captured;

- Location and Alignment of entire Water Supply Distribution Network, connectivity with households/properties inclusive all the entities in network along with information of the material, size, length, depth etc. for said underground utilities/service lines.
- Location and Alignment of entire Sewerage System, Sewerage Pits/Manholes, inclusive all the entities in system along with information of the material, size, length, depth etc. for said underground utilities/service lines.
- Location and Alignment of entire Tertiary Treated Water Distribution System, connectivity with households/properties inclusive all the entities in system along with information of the material, size, length, depth etc. for said underground utilities/service lines.
- Location and Alignment of entire Storm Water Drainage System, Road Gullies, connectivity with discharge points inclusive all the entities in network inclusive all the entities in system along with information of the material, size, length, depth etc. for said underground utilities/service lines.

In addition to above, any other underground utilities/service lines which would be identified during GPR survey w.r.t. Telecommunication, Electrical/Power lines, Gas Pipe-line, along with information of the material, size, length, depth etc. and or any other underground service lines that may exist shall be mapped and integrated with the base map.

Note:

The selected agency/form will take the all possible precautions while carrying out such survey and will ensure not to create any traffic inconvenience, as well inconvenience to the public at large and avoid any survey to be carried out in restricted areas, if any. Also, the following points need to be considered as part of detailed scope of work, but not limited to;



- Each utility should, at minimum, have following attribute data attached with it:
 - \circ Type of utility.
 - Material.
 - Size.
 - Length.
 - Depth.
 - Starting/End Points.
- All the connections, bends, sudden change in depth /direction should be shown. All identified underground utilities/service lines within the area to be mapped.
- Underground services shall be located continuously and recorded in three dimensions at intervals not exceeding 40 meters and at each surface feature, change of direction and bifurcation. Where bands of utilities are identified the upper and lower utility will be placed in order to be able to provide a cross section of the utility bands.
- All underground utilities should have continuity with the surface features depicted on the data supplied.
- Positions and levels shall be related to the specified grid and datum and shall normally be related to the center of metallic pipes or cables, crown of ducts and inverts of sewers and drains.
- > All the utilities must be mapped to original geo reference/ coordinates.
- > The survey output must be compatible to GIS format.
- The agency/firm shall superimpose the survey output on to the base map. Any corrections, deviations required must be corrected in consultation with all concerned authorities.
- L-Section of all road network and X-Section at every 50 meter up to property limit for which spot level at every 10 meter in transverse for X-section and 20 meter in longitudinal for L-Section.
- > Accuracy of GPR/EPL data is +/- 15 cms vertically and horizontally.
- > The above requirement includes field survey/verification as well as mapping activities according to standard specifications & quality procedures.
- The surveys shall be carried out using most appropriate methods such as Sub-Surface Utilities Engineering (SUE) Survey method of ACSE/PAS, or using GPR/EPL Technology or any other modern nondestructive equipments/technology.

The hard copy of the maps with all the above digitized features is to be prepared on 1:2000 scales for updating of base map through field survey verification process.

3.2.3 FINALIZATION OF UNDERGROUND UTILITY MAP/BASE MAP

- The agency/firm shall prepare a final underground utility map incorporating the data collected from survey and the data for different entities.
- ➢ All data shall be integrated with Base Map on GIS platform, in various layers for ease of operation in GIS.
- It shall be the responsibility of the agency/firm to ensure that the Final Map is fully compatible and operational as per the requirement of Chandigarh Smart City Limited (CSCL), in all respects.

3.2.4 CONTROLLING MECHANISM

For timely support and for a better review and monitoring purposes, team constituted on or behalf of Chandigarh Smart City Limited (CSCL) will look after the said component. The team mainly will do:



- ➢ Coordinate between CSCL and executing agency/firm.
- Monitor/Supervise the work of of the survey and mapping.
- > Provide all the needed resources from the CSCL.
- > Review the work in routine and also report the same to the CSCL.

3.2.5 TRAINING

A detailed in house training program should be conducted for the Chandigarh Smart City Limited (CSCL)/Municipal Corporation Chandigarh (MCC) users on GIS systems and respective its applications.

A suitable full time training session should be conducted for minimum Two (2) weeks for at least Two (2) officials from Chandigarh Smart City Limited (CSCL) and Two (2) officials from Municipal Corporation Chandigarh (MCC) during the implementation of said project. The necessary training material in the form of Hard/Soft copies should be supplied along with course materials containing system administrator guide, user manual, etc., are to be provided accordingly.

3.3 OUTPUTS AND DELIVERABLES

The payment to the selected firm will be output and deliverables based. It is very important to note clearly and in detail the exact outputs required and the information these should contain. The desired outputs & deliverables under this project are mainly as below;

DELIVERABLES

- > GPR Survey Data in all the available formats.
- Single seamless digital geographical file in PGDB format containing features of the complete area compatible with existing GIS Software.
- ➢ Final Map prepared/integrated on Base Map.
- > Any other files prepared, for integration into GIS.

3.4 SCHEDULE FOR COMPLETION OF TASKS

The project is to be completed in 48 Weeks (12 Months). The timeline for different activities to be followed strictly is tabulated as follows:

S.No.	Activities/Tasks	Timeline (Weeks)
1.	Mobilization of entire Team and Equipments on site	Within 1 Week after Date of commencement.
2.	Collection and Validating of all the existing Underground Utilities data, etc.	Within 4 Weeks after Date of commencement.
3.	Field Survey: Underground Utility Mapping using Non- Penetrating Techniques at site	Within 24 Weeks after Date of commencement.
4.	Preparation of Draft Underground Utility Map integrated with Base Map for all Thematic Layers covering all the entities as described.	Within 32 Weeks after Date of commencement.
5.	Submission of Final Draft Underground Utility Map integrated with Base Map incorporating all the observations (if any), and Final/Completion Report including complete backup/raw data w.r.t. existing data/drawings, technical as well as user manuals, etc. as per the requirement of Chandigarh Smart City Limited (CSCL), in all respects.	Within 36 Weeks after Date of commencement.
6.	Providing Training, Maintenance/Updating of the Final Base Map in post project period as described.	Within 48 Weeks after Date of commencement.



3.5 PAYMENT SCHEDULE

All the payments shall be made w.r.t. successful completion of activities/tasks as described within stipulated period, after the recommendation of the team constituted by Chandigarh Smart City Limited (CSCL). The payment milestones to be considered are as follows:

S.No.	Description	Payment Terms (%age)
1.	On Mobilization of entire Team and Equipments on site	5%
2.	On Collection and Validating of all the existing Underground Utilities data, etc.	5%
3.	On Completion of Field Survey: Underground Utility Mapping using Non-Penetrating Techniques at site	20%
4.	On Submission of Draft Underground Utility Map integrated with Base Map for all Thematic Layers covering all the entities as described.	20%
5.	On Submission of Final Draft Underground Utility Map integrated with Base Map incorporating all the observations (if any), and Final/Completion Report including complete backup/raw data w.r.t. existing data/drawings, technical as well as user manuals, etc. as per the requirement of Chandigarh Smart City Limited (CSCL), in all respects.	15%
6.	On Approval of Final Draft Underground Utility Map integrated with Base Map incorporating all the observations (if any), and Final/Completion Report including complete backup/raw data w.r.t. existing data/drawings, technical as well as user manuals, etc. as per the requirement of Chandigarh Smart City Limited (CSCL), in all respects.	25%
7.	Providing Training, Maintenance/Updating of the Final Base Map in post project period as described.	10%
	TOTAL	100%

Time allocated for the completion of activities from S.No. 1 to S.No. 3 is 24 Weeks (6 Months) from the date of commencement. In case of delay, an amount of <u>1% of Total Contract Value</u> will be deducted for each fortnight, up to a maximum of 10% deduction in the Contract Value. In case of further delays, the contract may be terminated. Also, in case of lapse in providing key personnel and equipment as specified in BDS 4.12 and 4.13 respectively, an amount of <u>1% of Total Contract Value</u> will be deducted for each fortnight, up to a maximum of 10% deduction in the Contract Value.

In case there are delays w.r.t. Force-de-Majure or due to unavoidable circumstances or which may due to reasons beyond the control of selected agency/firm, then firm is required to immediately submit a formal communication to Chandigarh Smart City Limited (CSCL) with regards to the reasons of the delay as well as the ways to mitigate these circumstances. Thereafter, Chandigarh Smart City Limited (CSCL) at its discretion may grant additional time to complete the contract. The penalty or its waiver will be decided at the sole discretion of Chandigarh Smart City Limited (CSCL).

GST as applicable will be charged separately on Damages & Penalties.

GST will be deducted from the payment made to the Contractor as per the GST Act and instructions issued from time to time



Force-de-Majure should be incorporated to be read as:

'If, at any time, during the continuance of this contract, the performance in whole or in part by



either party of an obligation under this contract shall be prevented or delayed by reason of Force Majure, which shall mean hostility, acts of the public enemy, commotion, sabotage, fires, floods, explosions, epidemics, terrorism, govt. orders or restrictions, strikes, lock-outs and acts of God (Herein-after refer to as an 'event'), then the agency shall promptly notify Chandigarh Smart City Limited (CSCL) in writing specifying the nature of event and of the anticipated delay in the performance of the activity and consequent work stages of the contract. Based on the application, Chandigarh Smart City Limited (CSCL) may at its discretion grant extension of time for completion of the task without any change in the schedule of the price. The decision of Chandigarh Smart City Limited (CSCL) in this matter shall be final.

If at the expiry of such period of extension, any of the tasks or jobs still remains incomplete, Chandigarh Smart City Limited (CSCL) may either agree for a further period of extension or suspend the contract or treat the contract as terminated.

In the event of the contract is being terminated by reason of Force Majure, the agency shall take such steps as are necessary to bring the services to an end, (including terminating any sub contracts placed by the contractor) in a cost effective, timely and in an orderly manner.



BID DATA SHEETS (BDS)



4.	BID D	DATA SHEETS (BDS)		
4.1	CHECKLIST			
	NO.	DESCRIPTION	ATTACHED (YES/NO)	
	4.1	CHECKLIST		
	4.2	LETTER OF PROPOSAL		
	4.3	POWER OF ATTORNEY (POA)		
	4.4	JOINT-VENTURE AGREEMENT (JVA)		
	4.5	DETAILS/COPY OF EARNEST MONEY DEPOSIT (EMD)		
	4.6	GENERAL INFORMATION OF BIDDER		
	4.7	FINANCIAL TURNOVER		
	4.8	FINANCIAL CAPABILITIES		
	4.9	EXPERIENCE RECORD – DETAILS OF OVERALL WORKS		
	4.10	EXPERIENCE RECORD – DETAILS OF SIMILAR NATURE OF WORKS		
	4.11	EXPERIENCE RECORD – DETAILS OF ONGOING COMMITMENTS/WORKS		
	4.12	PERSONNEL CAPABILITIES		
	4.13	EQUIPMENT CAPABILITIES		
	4.14	LITIGATION HISTORY		
	4.15	DETAILS/COPY OF PAN		
	4.16	DETAILS/COPY OF LATEST INCOME TAX RETURNS		
	4.17	DETAILS/COPY OF GST RETURNS		
	4.18	DETAILS/COPY OF LATEST VAT/CST RETURNS		
	4.19	AFFIDAVIT/UNDERTAKINGS		
	4.20	ANTI-COLLUSION CERTIFICATE		
	4.21	ORGANIZATIONAL STRUCTURE		
	4.22	APPROACH AND METHODOLOGY		
	4.23	IMPLEMENTATION SCHEDULE		
	4.24	FORMAT OF BID SECURITY		
	4.25	FORMAT OF PERFORMANCE BANK GUARANTEE		
	4.26	FORM OF AGREEMENT (FOA)		
	4.27	FORMAT OF DATA SECURITY		

Note:

1. Qualification documents/forms listed above, complete in all respects (strictly as per BDS/Sample Forms), should be submitted. Also, it shall be signed by a duly authorized person of the firm.

- 2. Bidders in Joint-Venture, qualification documents/forms listed above, complete in all respects (strictly as per BDS/Sample Forms), should be submitted separately for each partner. Also, it shall be signed by a duly authorized person(s) of all the partners
- 3. Necessary, additional documents/sheets can be added to these forms, e.g. Brochure of firm, Audit Sheets of Turnover, Financial Data, Technical Data, Completion Certificate of Works issued by Employer, Copy of Registration/Incorporation Certificate, Copy of PAN, Copy of GST, Copy of latest returns of IT/VAT/CST, etc.
- 4. The language for submission shall be English.
- 5. The information furnished must be sufficient for the satisfaction of the employer to show that the bidder(s) is capable in all respects to successfully complete the envisaged work.
- 6. Incomplete documents/forms shall be summarily rejected.



4.2 LETTER OF PROPOSAL

То

Chief Executive Officer (CEO) Chandigarh Smart City Limited (CSCL) 2nd Floor (above SCO 17-18-19), New Bridge Building, Near TDI Mall – Sector 17 A Chandigarh – 160017 (INDIA) Tel: 0172-2708765 Email: <u>smartcity.chd@nic.in</u>

1. Being duly authorized to represent and act on behalf ofname of bidder.... (hereinafter referred to as the "Applicant"), and having reviewed and fully understood all the bidding information provided, the undersigned hereby apply to be qualified by yourselves as a bidder for the following work;

UNDERGROUND UTILITY MAPPING USING GROUND PENETRATING RADAR & OTHER NON-PENETRATING TECHNIQUES.

- 2. You and your authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the documents, information, and statements submitted w.r.t. this proposal, and to seek clarification from undersigned, our banker and respective clients regarding any general, technical and financial aspects. This letter will also serve as authorization to any individual or authorized representative of any institution referred herein for supporting information and to provide such information deemed necessary and as requested by yourselves to verify the documents, information, and statements provided/submitted in this proposal, i.e. competence of the bidder, experience, resources, etc.
- 3. You and your authorized representatives may contact the following person for any sort of further information on general, technical and financial matters;

Name			
Address 1	Telephone 1	Email 1	
Address 2	Telephone 2	Email 2	

(*Note:* Bidders in Joint-Venture should provide the above information for each partner)

- 4. This proposal is made with the full understanding that;
 - i Proposal by Bidder(s) will be subject to verification of all information submitted for bidding at any time of bidding.
 - ii. Your office reserves the right to;
 - a. amend the scope and value of contract under this work,
 - b. reject or accept any proposal, cancel the bidding process, and reject all bids.
 - c. your office shall not be liable for any such actions and shall be under no obligation to inform the bidder(s) of the grounds for them.

Bidders (s), who are not Joint-Ventures, should delete the paras given under S.No. 5 and 6 and should initial the deletions.

5. Appended to this proposal, we give details of the participation of each partner including capital contribution and profit/loss agreements, in the joint-venture or association. We also specify the financial commitments in terms of the percentage of the value of the contract, and the responsibilities for execution of the contract.



- 6. We confirm that if we bid, that bid, as well as any resulting contract, will be;
 - i. signed so as legally bind all partners, jointly and severally, and
 - ii. submitted with a Joint-Venture Agreement providing the joint and several liabilities of all partners in the event the contract is awarded to us.
- 7. The undersigned declare that the statements made and the information provided in the duly completed proposal is complete, correct and true in every detail.

Signed		Signed	
Name		Name	
For and on behalf of name of bidder or lead partner of a joint-venture		For and on behalf ofname of bidder or lead partner of a joint-venture	
Signed		Signed	
Name		Name	
For and on behalf ofname of partner of a joint-venture		For and on b a joint-ventu	ehalf ofname of partner of re



4.3 **POWER OF ATTORNEY (POA)**

Attested Power of Attorney (latest) w.r.t. said work "UNDERGROUND UTILITY MAPPING USING GROUND PENETRATING RADAR & OTHER NON-PENETRATING TECHNIQUES." to be provided/submitted by the bidder(s).



4.4 JOINT-VENTURE AGREEMENT (JVA)

То

Chief Executive Officer (CEO) Chandigarh Smart City Limited (CSCL) 2nd Floor (above SCO 17-18-19), New Bridge Building, Near TDI Mall – Sector 17 A Chandigarh – 160017 (INDIA) Tel: 0172-2708765 Email: <u>smartcity.chd@nic.in</u>

The undersigned of this declaration of cooperation are by means of attached Powers of Attorney legally authorized to act with regard to said work "UNDERGROUND UTILITY MAPPING USING GROUND PENETRATING RADAR & OTHER NON-PENETRATING TECHNIQUES" and on behalf of their organizations.

They hereby declare:

- 1. that they will legalize a Joint-Venture Agreement (JVA) in case that the contract for said work "UNDERGROUND UTILITY MAPPING USING GROUND PENETRATING RADAR & OTHER NON-PENETRATING TECHNIQUES" is awarded to their group.
- 2. that they have nominatedname of the Lead Partner of a joint-venture...... as the sponsor firm of the group for the purpose of this bid.
- 3. that they have authorized Mr./Ms.name of the person, who is authorized to act as the Representative on behalf of the joint-venture.....to act as the Bidder's Representative in the name and on behalf of their group.
- 4. that all partners of the Joint-Venture shall be liable jointly and severally for the execution of the contract.
- 5. that this Joint-Venture is an association constituted for the purpose of the execution of the said work "UNDERGROUND UTILITY MAPPING USING GROUND PENETRATING RADAR & OTHER NON-PENETRATING TECHNIQUES" under this contract.
- 6. that if the employer accepts the Bid of the Joint-Venture, it shall not be modified in its composition or constitution until the completion of the contract.
- 7. that each partner's share of the work, stated as percentage of the total contract amount, shall be as follows;

	Name of Partner	Share of the Work (as percentage of the Contract Amount, INR)
1	name of the Lead Partner of a joint-venture	%
2	name of the Partner of a joint-venture	%
	Total	100 %

Give names and positions of the proposed Joint-Venture Representative, as well as organization's names and addresses.



			Non-Penetrating	

Name	name of the person, who is authorized to act as the Representative on behalf of the bidder or of the joint-venture	Signed	
Position		Date	
For and on	behalf of name of the bidder	or of the join	t-venture
Name	name of the person, who is authorized to act as the Representative on behalf of the Lead Partner	Signed	
Position		Date	
For and on	behalf ofname of Lead Partr	er of a joint-v	venture
Name	name of the person, who is authorized to act as the Representative on behalf of the Partner	Signed	
		Date	
Position			



4.5 DETAILS/COPY OF EARNEST MONEY DEPOSIT (EMD)

Details/Copy of Earnest Money Deposit (EMD) w.r.t. said work "UNDERGROUND UTILITY MAPPING USING GROUND PENETRATING RADAR & OTHER NON-PENETRATING TECHNIQUES" to be provided/submitted by the bidder(s).



4.6	GENERAL INFORMATION OF BIDDER				
	Bidde	er's Information			
In ca	se of Solo entity;				
1.	Bidder's Legal Name				
2.	Bidder's Legal Address				
3.	Bidder's Country of Constitution				
4.	Bidder's Year of Constitution				
5.	Bidder's Authorized Representative				
	Name				
	Address				
	Contact No.				
	Email				
In ca	se of Joint-Venture;				
	Logal Name of each norther	name of Lead Partner of	name of Partner of		
	Legal Name of each partner	a joint-venture	a joint-venture		
	Bidder's Legal Address				
	Bidder's Country of Constitution				
	Bidder's Year of Constitution				
	Bidder's Authorized Representative				
	Name				
	Address				
	Contact No.				
	Email				

Copy of Registration/Incorporation Certificate, etc.



4.7	FINANCIAL TURNOVER			
	Average	Annual Turnover		
In case	e of Solo entity;			
S.No.	Financial Year	Turnov	er (INR)	
1.	2015-16			
2.	2016-17			
3.	2017-18			
	Total, INR			
	Average Annual Turnover, INR			
In case	e of Joint-Venture;			
S.No.	Eineneiel Veen	Turnover (INR)		
5. 1 N 0.	Financial Year	Lead Partner	Partner	
1.	2015-16			
2.	2016-17			
3.	2017-18			
	Total, INR			
	Average Annual Turnover, INR			
S	lecessary, additional documents/sheets tatements for the last Three (3) Fin emonstrate the soundness of the Bidder' in case of Solo entity or Single Bidder;	nancial Years 2015-16, 20 s Financial Position etc.	16-17, 2017-18, and mus	

least INR 4.50 Crore or above for last Three (3) Financial Years 2015-16, 2016-17, 2017-18.
In case of Joint-Venture; must satisfy collectively minimum Average Annual Turnover of at least

3. In case of Joint-Venture; must satisfy collectively minimum Average Annual Turnover of at least INR 4.50 Crore or above for last Three (3) Financial Years 2015-16, 2016-17, 2017-18.



	<u>Finar</u>	<u>icial Resources</u>			
In case of	Solo entity;				
S.No.	Source of Financing	Amount	(INR)		
	Total, INR				
In case of	Joint-Venture;				
S No.		Amount (INR)			
S.No.	Source of Financing	Lead Partner	Partner		
	Total, INR				

- Source of Finance (in original, not old than Three Month from the Date of Bid Submission) specifying proposed sources of financing (i.e. Overdraft/Credit from Bank/Solvency Certificate from Bank, etc.), the bidder(s) should demonstrate that it has access to, or have available, liquid assets, unencumbered real assets, line of credit, or any other financial means to meet the cash flow demands of the work.
- 2. The Draft Performa for the Source of Finance has been annexed alongwith.
- 3. In case of Solo entity or Single Bidder; must satisfy minimum criteria of at least 25% (i.e. INR 1.125 Crore) of the overall minimum Average Annual Turnover (i.e. INR 4.50 Crore).
- 4. In case of Joint-Venture; must satisfy collectively minimum criteria of at least 25% (i.e. INR 1.125 Crore) of the overall minimum Average Annual Turnover (i.e. INR 4.50 Crore).



DRAFT PERFORMA FOR SOURCE OF FINANCE

(ON THE LETTER HEAD OF BANK)

То

Chief Executive Officer (CEO) Chandigarh Smart City Limited (CSCL) 2nd Floor (above SCO 17-18-19), New Bridge Building, Near TDI Mall – Sector 17 A Chandigarh – 160017 (INDIA) Tel: 0172-2708765 Email: <u>smartcity.chd@nic.in</u>

Dear Sir

Yours Faithfully

(Signature of Issuing Authority)

Date:	

Name of Issuing Authority:	
----------------------------	--

Designation of Issuing Authority:_____



4.9 E	.9 EXPERIENCE RECORD: DETAILS OF OVERALL WORKS							
Summary of Overall Works								
S.No.	Name of Work	Employer	Value of Work (INR)	Date of Start	Date of Completion			



4.10 EXPERIENCE RECORD: DETAILS OF SIMILAR NATURE OF WORKS

Details of Contract(S) of Similar Works							
Nan	ne of Bidder(s)						
Nan	ne of Contract						
Nan	ne of Employer						
Add	ress of Employer						
Natı	ure of Work/						
Sco	pe of Work						
Role	e in Contract	Solo/Singl	e entity	Tick, if	Partner in Joint-Venture	Tick, if	
Valu	ue of Contract	In figures	INR		/-		
		In words	n words INROnly.				
Date	e of Award						
Date	e of Commencement						
Date	e of Completion						
Con	tract Duration]	Months			
Note							
1.	Details of Experience	mentioned in	above Fo	orm, without	Certificate from Respective I	Employer	
	shall not be considered	d.					
2.	Use separate Forms, to	o fill the detai	ils of cont	ract(s) of sim	ilar works for each Contract	Work.	
3.	The Experience of C	ontract/Work	, comple	ted before 0	1.04.2012 shall not be cons	sidered, only	
		4 1 6 01	04 0010	1 1 .	1 (1 1 .	, 11 ·	

Contract/Work completed after 01.04.2012 upto the last day of the month previous to the one in which bids are invited shall be considered.

4. Incomplete Form shall be summarily rejected.



Summary of Ongoing Works								
			Value of V	Vork (INR)	Data of	Estimated		
S.No.	Name of Work	Employer	Total Work	Outstanding Work	Date of Start	Date of Completion		



4.12	PERSONNEL CAPABILITIES	5		
		List of Key Person	mel	
S.No.	Position	Minimum No. Required	Qualification	Experience in Similar Works (Years)
1.	GIS Expert-cum-Project Manager	1	Post Graduate in Remote Sensing or Geo-informatics or in relevant field	5
2.	Geophysicist	1	Post Graduate in Geo-physics or in relevant field	5
3.	Draughtsman	1	Diploma in Civil or Draftsmanship	3
4.	Cad Operator	2	Certificate Course	2
5.	GPR Surveyor	6	Diploma in Survey or ITI Surveyor	2
6.	EPL Surveyor	6	Diploma in Survey or ITI Surveyor	2
7.	Site – Support Staff	24	-	-

Note:

1. Bidder(s) should provide the suitable qualified personnel, who are capable in all respects to successfully complete the envisaged work as per the Terms of Reference.

2. Moreover, if required than Employer may ask to Bidder(s) to depute/mobilize the additional staff as per the requirement (if any).

3. The information furnished above must be sufficient for the satisfaction of the employer to show that the personnel listed above are capable in all respects to successfully complete the envisaged work.



4.13 EQUIPMENT CAPABILITIES						
List of Equipment						
S.No. Equipment Type Minimum No. of Availability					Remarks,	
	& Characteristics	Sets Required	Own	Lease	if any	
1.	DGPS	2				
2.	Rodometer	6				
3.	GPR	6				
4.	EPL	6				

Note:

1. Bidder(s) should provide the minimum suitable equipment, the number and capacity of the equipment to be engaged in the said work is to be compatible with nature and magnitude of work in all respects to successfully complete the envisaged work as per the Terms of Reference.

2. All the equipment specified above are to be in good working condition.

3. Moreover, if required than Employer may ask to Bidder(s) to engage the additional equipment as per the requirement (if any).

4. The information furnished above must be sufficient for the satisfaction of the employer to show that the equipment listed above are compatible with nature and magnitude of work in all respects to successfully complete the envisaged work.



Summary of Litigation (if any)					
S.No.	Year	Award for Or Against the Bidder(s)	Name of Client	cause of Litigation or matter in Dispute	Disputed Amount (INR)

. Bidder(s) should provide the information on any history of litigation or arbitration resulting from contracts executed or currently under execution during the past Seven (7) Years before the Date of Submission of this Bid.

2. If Joint-Venture, separate sheet(s) should be used for each partner of a Joint-Venture.



4.15 DETAILS/COPY OF PAN

Details/Copy of Permanent Account Number (PAN) to be provided/submitted by the bidder(s).



4.16 DETAILS/COPY OF LATEST INCOME TAX RETURNS

Details/Copy of Latest Income Tax Returns for last Three (3) Financial Years 2015-16, 2016-17, 2017-18 to be provided/submitted by the bidder(s).



4.17 DETAILS/COPY OF GST RETURNS

Details/Copy of Latest Goods & Services Tax Returns to be provided/submitted by the bidder(s).



4.18 DETAILS/COPY OF VAT/CST

Details/Copy of Latest Value Added (VAT) and Central Service Tax Returns to be provided/submitted by the bidder(s).



Date:

Underground Utility Mapping using Ground Penetrating Radar & Other Non-Penetrating Techniques

4.19 AFFIDAVIT/UNDERTAKING

(NOTARIZED ATTESTED)

TO WHOMSOEVER IT MAY CONCERN

- 1. That "agrees to all the Terms & Conditions of bidding document".
- 2. That information being submitted is correct and true, and that any false information shall lead to disqualification at any stage.
- 3. That "agrees if any further qualifying information may be requested, and agrees to furnish any such information at the request of the Municipal Corporation Chandigarh".
- 4. That "binds himself with all the stipulations of the Bidding Document including period of completion, provision of adequate equipment, personnel and other resources required for completion within the stipulated completion period and agrees to augment them, if found necessary for timely completion of the Project/Work, as desired by the Municipal Corporation Chandigarh/Engineer/Employer".
- 5. That "shall not sub-contract/sub-let or assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the firm, any of its rights or obligations under the contract or any part, share or interest therein".
- 6. That "not having been black-listed or debarred by any Govt./Semi-Govt./Corporation/Organization at any stage".
- 7. That "not having any ongoing legal dispute with Municipal Corporation Chandigarh".

(Signature/Seal/Stamp)

Name:_____

Address:_____



4.20 ANTI-COLLUSION CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

- 1. That we hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.
- 2. We further confirm that we have neither offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with instant proposal.

Signed	person, who is authorized to act as the Representative on behalf of the bidder or of the joint-venture	Date	
Name	person, who is authorized to act as the Representative on behalf of the bidder or of the joint-venture	Contact Details	
Address			
For and on behalf ofname of bidder or of a joint-venture			



4.21 ORGANIZATIONAL STRUCTURE

Details of Organizational Structure to be provided/submitted by the bidder(s).



4.22 APPROACH AND METHODOLOGY

Detailed Approach and Methodology to successfully complete the said work "UNDERGROUND UTILITY MAPPING USING GROUND PENETRATING RADAR & OTHER NON-PENETRATING TECHNIQUES" within stipulated time, to be provided/submitted by the bidder(s).



4.23 IMPLEMENTATION SCHEDULE

Detailed task-wise w.r.t. time-line, Implementation Schedule to successfully complete the said work "UNDERGROUND UTILITY MAPPING USING GROUND PENETRATING RADAR & OTHER NON-PENETRATING TECHNIQUES" within stipulated time, to be provided/submitted by the bidder(s).



4.24 FORMAT OF BID SECURITY

WHEREASname of bidder or of a joint-venture......(hereinafter called the "the Bidder") has submitted his Bid datedDate of Submission of Bid... for the work "UNDERGROUND UTILITY MAPPING USING GROUND PENETRATING RADAR & OTHER NON-PENETRATING TECHNIQUES".

SEALED with the Common Seal of the said Bank thisDate.... day ofMonth.... 20.....

THE CONDITIONS of this obligation are:

(a) If after Bid opening the Bidder(s) withdraws his bid during the period of Bid Validity specified in the Bid;

OR

- (b) If the Bidder having been notified to the acceptance of his bid by Employer during the period of Bid validity:
 - i. Breach of Anti-Collusion clause.
 - ii. Fails to accept and comply Letter of Intent (LOI).
 - iii. Fails or refuses to execute the Form of Agreement (FOA).
 - iv. Fails or refuses to furnish the Performance Bank Guarantee.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will not that the amount claimed by him is due to him owing to the occurrence of any of above conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force upto and including theDate.... (i.e. 120 Days from the due date of the submission) as such deadline is stated in the Bid or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

The Guarantee shall be encashable at Chandigarh.

Date	Signature
Witness	
Name	Seal
Address	



4.25 FORMAT OF PERFORMANCE BANK GUARANTEE

То

Chief Executive Officer (CEO) Chandigarh Smart City Limited (CSCL) 2nd Floor (above SCO 17-18-19), New Bridge Building, Near TDI Mall – Sector 17 A Chandigarh – 160017 (INDIA) Tel: 0172-2708765 Email: <u>smartcity.chd@nic.in</u>

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee. NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of INRamount of guarantee..... only 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 INRamount of guarantee...... only 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 Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the Terms & Conditions of the Contract or to the Works to be performed there under or of any of the Contract Document(s) which may be made between you and the Contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition of modification.

The Guarantee shall be valid for the period minimum period of Sixty (60) Days beyond the date of issuing Taking Over Certificate.

The Guarantee shall be encashable at Chandigarh.

Signature and Seal of the Guarantor	
Name of the Bank	
Address of the Bank	
Dated	



4.26 FORM OF AGREEMENT (FOA)

Whereas, the Employer is desirous that the Contractor execute "UNDERGROUND UTILITY MAPPING USING GROUND PENETRATING RADAR & OTHER NON-PENETRATING TECHNIQUES" (hereinafter called "the works") and the Employer has accepted the bid by the Contractor for the execution and completion of such works and the remedying of any defects therein, at a cost of INRvalue of contractonly.

NOW THIS AGREEMENT WITNESSETH as follows:

- 1. In this agreement, works and expression shall have the same meanings as are respectively assigned to them in the conditions of contract (hereinafter referred to and they shall be deemed to form and be read and constructed as part of this agreement).
- 2. In consideration of the payments to be made by the employer to the contactor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute and complete the works and remedy and defects therein in conformity in all aspects with the provisions of the contract.
- 3. The employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein contract price or such other sum as may become payable under the provisos of the contract at the times and in the manner prescribed by the contract.
- 4. The following documents shall be deemed to form and be ready and construed as part of this agreement Viz.
 - i. Letter of Intent (LOI)
 - ii. Request for Proposal (RFP)
 - iii. Contractor's Bid and
 - iv. Any other documents listed in the contract data as forming part of the contract:

In witnessed whereof the parties there to have caused this agreement to be executed the day and year first before written.

For the Employer		For the Contractor	
Signed		Signed	
	(Authorized Signatory)		(Authorized Signatory)
Name		Name	
Designation		Designation	
For and on behalf ofname and address of the employer		For and on behalf ofname and address of bidder or of a joint-venture	
Witness 1		Witness 1	



Name		Name	
Address		Address	
Witness 2		Witness 2	
Name		Name	
Address		Address	
Seal	of the employer	Seal	
Seal	or the employer	Seal	



4.27 FORMAT OF DATA SECURITY

TO WHOMSOEVER IT MAY CONCERN

I/We hereby certify that the Chandigarh Smart City Limited (CSCL) shall have absolute right on the digital data and output products produced by me/us. I/We shall be responsible for security/safe custody of data during field work/data processing, etc. I/We also certify that no data (Soft/Hard copy) will be taken out of the Chandigarh Smart City Limited (CSCL) office premises on any media, and will not be produced by me/us in any form. I understand that violation of above clause shall attract criminal prosecution under Government copy right act 1957 and the Official Secrets Act 1923.

Signed	person, who is authorized to act as the Representative on behalf of the bidder or of the joint-venture	Date		
Name	person, who is authorized to act as the Representative on behalf of the bidder or of the joint-venture	Contact Details		
Address				
For and on behalf ofname of bidder or of a joint-venture				



4.28 FORMAT OF FINANCIAL PROPOSAL **UNDERGROUND UTILITY MAPPING USING GROUND PENETRATING RADAR & OTHER NON-PENETRATING TECHNIQUES** Name, Address, and **Details of the Bidder** Amount, INR Description S.No. (in figures) (in words) 1. UNDERGROUND UTILITY MAPPING USING GROUND PENETRATING RADAR & OTHER NON-PENETRATING TECHNIQUES Note: 1. The lump sum rate shall be quoted entirely in Indian National Rupee as per Term & Conditions. I accept all Terms & Conditions given in the DNIT. 2. 3. If there is a difference between the figures and the words, the amount spelled out in the words will be considered.