



Raipur Smart City Limited (RSCL), Raipur

Request for Proposal

Appointment of Agency for creation of base map using Drone Technology, Image processing and ortho-rectification, Base map preparation with other Additional Services.

Invited by
Raipur Smart City Limited (RSCL)
Near Indoor Stadium, Opposite Budhatalab
Raipur – 492001, Chhattisgarh.

DISCLAIMER

This Request for Proposal (RFP) contains brief information about the Project, Qualification, Requirements and the Selection process for the successful applicant. The purpose of this RFP document is to provide applicants with information to assist the formulation of their Tender application (the 'application').

The information ('Information') contained in this RFP documents or subsequently provided to interested parties (the "applicant(s)), in writing by or on behalf of Raipur Smart City Limited (RSCL) is provided to Applicant(s) on the terms and conditions set out in this RFP documents and any other terms and conditions subject to which such information is provided. This RFP document does not purport to contain all their information each applicant may require. This RFP documents may not be appropriate for all persons, and it is not possible for RSCL, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain applicants may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the Accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. RSCL, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy: reliability or completeness of the RFP documents and information provided hereunder is only to the best of the knowledge of RSCL.

Intimation of discrepancies in the RFP, if any, should be given to the office of the RSCL immediately by the applicants. If RSCL receives no written communication, it shall be deemed that the applicants are satisfied that the RFP document is complete in all respects.

This RFP document is not an agreement and is not an offer or invitation by RSCL to any other party. The terms on which the project is to be developed and the right of the successful applicant shall be as set out in separate agreements contained herein. RSCL reserves the right to accept or reject any or all applications without giving any reasons thereof and will not entertain any claim for expenses in relation to the preparation of RFP submissions.

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PART A. INTRODUCTION

A) NOTICE INVITING TENDER (NIT)



Raipur Smart City Limited (RSCL)
Head Office Building, Municipal Corporation
Near Mahila Police Station, Gandhi Chowk,
Kalibadi, Raipur-492001, Chhattisgarh.



Request for Proposal (RFP) notice for
“Appointment of Agency for creation of base map using Drone Technology, Image processing and ortho-rectification, Base map preparation with other Additional Services.”

[RFP No.: 264/RSCL/Drone Survey/2017-18, Date: 27/09/2017]

- | | |
|--------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Bid Fee (Non-refundable) | <ul style="list-style-type: none">Rs. 5,000 (Rupees Five Thousand only) by Demand Draft. |
| 2. EMD | <ul style="list-style-type: none">EMD of Rs. 1,00,000 (Rupees 1 lakh Only) in the form of Demand Draft or Bank guarantee of any nationalized / scheduled banks |
| 3. Last date to submit the Pre Bid Queries and Pre Bid Conference | <ul style="list-style-type: none">Bidders shall have to post queries by email to ceo.rscl@gmail.com and coo.rscl@smartcityraipur.org on or before 4th October, 2017,
Date of Pre Bid Conference is 5th Oct 2017 at 2 PM Meeting Hall, Raipur Smart City Limited, near Indoor Stadium, opp. Budhtalab, Budhapara, raipur |
| 4. Last date of Bid Submission | <ul style="list-style-type: none">18/10/2017, 5.30pm |
| 5. Mode of Bid Submission | <ul style="list-style-type: none">Through e-procurement site only (including Pre-qualification bid, Technical Qualification bid and Financial Bid) (www.eproc.cgstate.gov.in) of CG state. Please refer the e-Proc guidelines for bidders.Bidders are also requested to submit one Physical copy of Technical bid document, Original EMD and Bid fees on or before 23/10/2017, 03:00 PMScanned copy of EMD and Bid fee must be mandatorily submitted in e Procurement site.Financial Bid to be submitted online only (Physical submission of Financial bid is not allowed, if found deemed to be rejected) |
| 6. RFP Document Availability | <ul style="list-style-type: none">www.smartcityraipur.org, www.eproc.cgstate.gov.in |

The right to accept/reject any or all bid(s) received is reserved without assigning any reason thereof.

Managing Director
Raipur Smart City Limited

Interested reputed Registered Firm eligible for the work may purchase Tender document from the above mentioned web site.

Date of issue of Tender Document	27/09/2017, 5.30 pm
Last date for Pre Bid Queries	04/10/2017, 5.30 pm
Tender Due Date	18/10/2017, 5.30 pm
Opening of Tender	23/10/2017
Opening of Financial Tenders	To be intimated later.

Quotation header template is Item rate Tender Lumpsum

Sl. No.	System Tender No.	Name of work/Description of work	Amount of the Estimate	EMD Amount	Eligible class of Contractor	Time Allowed for completion	Invite
1	####	Appointment of Agency for creation of base map using Drone Technology, Image processing and ortho-rectification, Base map preparation with other Additional Services.	106 Lakh	1 Lakh	Class C or Above*	24 months, Refer Project Timelines	1 st Call

*Contractor registered under unified registered system in CGPWD with a valid UIN of equivalent registration in any State Govt. Department, central Govt. Department, other Govt. Department/Undertaking of State /central Govt./Public Undertaking (PSU).

All bids should be submitted online through Chhattisgarh e-Procurement Portal <https://eproc.cgstate.gov.in> from 27.09.2017, 17:30 Hours (IST) onwards.

For more details on the tender and bidding process you may please visit the above-mentioned portal.

Any queries related to this Tender can be forwarded to coo.rscl@smartcityraipur.org and ranjeet.ranjan05@gmail.com and karan.rscl@gmail.com or can contact to 8103929663/8839540411/ 8074726605

Guidelines for bidders on using integrated eProcurement System Govt. of Chhattisgarh. <https://eproc.cgstate.gov.in>

Note: These conditions will over-rule the conditions stated in the tender document(s), wherever relevant and applicable.

1. Vendor / Bidder Registration on the e-Procurement System:

All the Users / Bidders (Manufacturers / Contractors / Suppliers / Vendors / Distributors etc.) registered with and intending to participate in the Tenders of various Govt. Departments / Agencies / Corporations / Boards / Undertakings under Govt. of Chhattisgarh processed using the Integrated e-Procurement System are required to get registered on the centralized portal <https://eproc.cgstate.gov.in> and get approval on specific

class (e.g. A, B, C, D, UGE, UDE) from Public Works Department (in case to participate in tenders restricted to vendors / bidders in a particular class).

The non registered users / bidders who are also eligible to participate in the tenders floated using the e-Procurement system are also required to be registered online on the e-Procurement system.

Vendors are advised to complete their online enrolment / registration process on the portal well in advance to avoid last minute hassle, it is suggested to complete enrolment at least four days before the last date of bid submission date, failing which may result in non-submission of bids on time for which vendor/end user shall be solely responsible. Vendors are required to pay online registration / enrolment fee of Rs. 500/- one time and renewal fee of Rs. 100/- for subsequent each year.

For more details, please get in touch with e-Procurement system integrator, M/s. Mjunction Services Limited, Raipur 492 001 on Toll free 1800 258 2502 or email helpdesk.eproc@cgswan.gov.in.

2. Digital Certificates:

The bids submitted online must be signed digitally with a valid Class I/Class II / Class III Digital Signature Certificate to establish the identity of the bidders submitting the bids online. The bidders may obtain pair of Encryption & Signing Class I/Class II / Class III Digital Certificate issued by an approved Certifying Authority (CA) authorized by the Controller of Certifying Authorities (CCA), Government of India.

Note: It may take upto 7 to 10 working days for issuance of Class I/Class II / Class III Digital Certificate, Therefore the bidders are advised to obtain it at the earliest. It is compulsory to possess a valid Class I/Class II / Class III Digital Certificate while registering online on the above mentioned e-Procurement portal. A Digital Certificate once mapped to an account / registration cannot be remapped with any other account / registration however it may be inactivated / deactivated.

Important Note: Bid under preparation / creation for a particular tender may only be submitted using the same digital certificate that is used for encryption to encrypt the bid data during the bid preparation / creation / responding stage. However bidder may prepare / create and submit a fresh bid using his/her another / reissued / renewed Digital Certificate only within the stipulated date and time as specified in the tender.

In case, during the process of a particular bid preparation / responding for a tender, the bidder loses his/her Digital Certificate because of any reason they may not be able to submit the same bid under preparation online, Hence the bidders are advised to keep their Digital Certificates secure to be used whenever required and comply with IT Act 2000 & its amendments and CVC guidelines.

The digital certificate issued to the authorized user of an individual / partnership firm / private limited company / public limited company / joint venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to the user.

Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization / firm for online tenders as per Information Technology Act 2000. This authorized user will be required to obtain a valid Class I /Class-II / Class-III Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this authorized user will be binding on the organization / firm. It shall be the responsibility of management / partners of the concerned organization / firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate for the new authorized user.

3. Online Payment: As the bid is to be submitted only online, bidders are required to make online payment(s) of the Registration fee / Transaction or Service fees using the online payments gateway services integrated into the e-Procurement system using various payment modes like Credit Card / Debit Card / Internet Banking / Cash Card / NEFT / RTGS etc. For the list of available online modes of electronic payments that are presently accepted on the online payments gateway services, please refer the link on the eProcurement portal <https://eproc.cgstate.gov.in>.

4. Set : In order to operate on the e-Procurement system for a bidder / user, the computer system / desktop / laptop of the bidder is required to have Java ver. 765 , Internet explorer 9 / 11, latest Mozilla firefox with IE Tab V2 (Enhanced IE Tab) or any other latest browser. A detailed step by step document on the same is available on the home page. Also internet connectivity should be minimum one MBPS.

5. Publishing of NIT: For the tenders processed using the e-Procurement system, only a brief advertisement notice related to the tender shall be published in the newspapers and the detailed notice shall be published only on the e-Procurement system. Bidders can view the detailed notice, tender document and the activity time schedule for all the tenders processed using the e-Procurement system on the portal <https://eproc.cgstate.gov.in>. The bidders are strictly advised to follow the tender time for their side for tasks / activities and responsibilities to participate in the tender, as all the activities / tasks of each tender are locked before the start time & date and after the end time & date for the relevant activity of the tender as set by the concerned department official.

7. Download Tender Document(s): The tender document and supporting document(s) if any can be downloaded only online. The tender document(s) will be available for download to concerned bidders after online publishing of the tender and up to the stipulated date & time as set in the tender.

8. Submit Online Bids: Bidders have to submit their bid online after successful filling of forms within the specified date and time as set in the tender. (Please refer section - "Venue & Deadline for Submission of Proposals" for more details). The encrypted bid data of only those bidders who have submitted their bids within the stipulated date & time will be accepted by the e-Procurement system. It is expected that the bidder complete his bid and submit within timeline, a bidder who has not submitted his bid within the stipulated date & time will not be available during opening. Bid documents uploading during bid preparation should be less than five MB (for individual document) and over all bid documents should be less than fifty MB.

9. Submission of Earnest Money Deposit: The bidders shall submit their Earnest Money Deposit Either as in usual physically sealed Earnest Money Deposit envelope and the same should reach the concerned office. Bidders also have to upload scanned copy of Earnest Money Deposit instrument along with the reference details online.

10. Opening of Tenders: The concerned department official receiving the tenders or his duly authorized officer shall first open the online Earnest Money Deposit envelope of all the bidders and verify the same uploaded by the bidders. He / She shall check for the validity of Earnest Money Deposit as required. He / She shall also verify the scanned documents uploaded by the bidders, if any, as required. In case, the requirements are incomplete, the next i.e. technical and commercial envelopes of the concerned bidders received online shall not be opened.

The concerned official shall then open the other subsequent envelopes submitted online by the bidders in the presence of the bidders or their authorized representatives who choose to be present in the bid opening process or may view opened details online.

11. Briefcase: Bidders are privileged to have an online briefcase to keep their documents online and the same can be attached to multiple tenders while responding, this will facilitate bidders to upload their documents once in the briefcase and attach the same document to multiple bids submitting.

For any further queries / assistance, bidders may contact:

1. The Service Integrator of e-Procurement system, M/s. Mjunction Service Ltd. on Help Desk Toll free No. 1800 258 2502 or email helpdesk.eproc@cgswan.gov.in.

2. Mr. Shailesh Kumar Soni, Sr. Manager, Chhattisgarh Infotech & Biotech Promotion Society (CHiPS) on Tel. No. 0771 - 4014158 or email: pro-chips@nic.in.

12. Key Dates: The suppliers are strictly advised to follow the tender schedule (Key Dates) for their side of tasks and responsibilities to submit their bids, as the system is time and date locked.

Other Conditions:-

1. Any Tender not accompanied by an acceptable Earnest money and hard copy of Technical proposal as indicated in NIT will be rejected by the Employer as non-responsive.
2. Due to unforeseen condition, if the opening date of Technical Tender/Financial Tender is declared holiday, then in that case Tenders will be open on next working day at the same time and place.
3. RSCL will not be responsible for any delay in receiving the Tender Documents.
4. Bidder should be responsible to follow the RSCL rules & directions
5. Bidder shall be responsible to pay all the applicable taxes.
6. Bidder must provide the list of working staff and equipment with the tender.
7. There should not be any unsatisfactory performance report of the Bidder from any sources.
8. All applicable deduction will be made from Bidders interims & final accounts bills.
9. Bidder must ensure safety provisions of labours, staff, before commencement of the work.
10. Bidder should have adequate testing, measuring and inspection equipment and facilities for the calibration of the same.

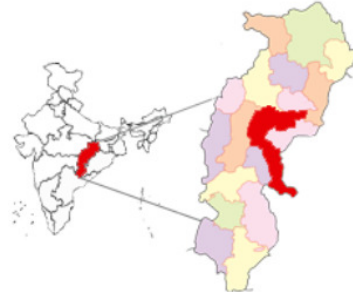
11. The Raipur Smart City Ltd reserves the right to reject any or all offers without assigning any reason thereof.
12. Tender opening shall be carried out in two stages. Firstly, 'technical Tender' of all the received (except those received late) shall be opened on the date and time mentioned above. 'Financial Tender' of those Bidders whose 'Technical Tender' has been determined to be substantially responsible shall be opened on a subsequent date, which will be notified separately to such Bidders.
13. Any effort by the Bidder to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Bidders Tender.
14. The RSCL reserves the right to accept or reject any Tender, and to cancel the Tendering process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.
15. For the evaluation of turnover and experience, multiplying factor as mentioned in the detailed NIT will be applicable.
16. If the Bidders do not possess VAT no, they are requested to mention Not Applicable against the VAT no in their profile of e-procurement site.

Managing Director

Raipur Smart City Limited
Raipur

B) Project Background

Raipur is the capital city of the recently formed state of Chhattisgarh in November 2000 (formerly part of Madhya Pradesh) in central India. The city is administered by the Raipur Municipal Corporation (RMC). The city sprawls across 175 square km and consists of 8 zones and 70 wards. Traditionally, Raipur's economy has been based on agricultural-processing and sawmilling, serving as a regional hub for



trade and commerce for a variety of local agricultural and forest products. Today Raipur is an important regional, commercial and industrial destination for coal, power, steel and aluminum industries. Raipur is the largest market of steel and iron in India and among the richest cities of India. Raipur has witnessed a high growth rate in population, which has not been matched with a corresponding sanitation infrastructure.

One of the major sources of revenue in any Urban Local Body is Property tax. One of the important ways to bring transparency and reduce leakages in revenues is to use Information and Communication Technology. The main objective of the implementation of GIS-based property tax surveys in Raipur is to create a robust database of the property tax through a door-to-door property assessment survey, property mapping and GIS which would ultimately improve their revenue collection.

RMC /RSCL intends to do a Drone based survey for Stereo image acquisition to prepare a Base Map. With Drone based Survey, multiple other utility services can also be covered like Tree Census, Building Change Detection Using Remote Sensing and GIS, Identification of water bodies in Municipal limits and Catchment area, Road and Footpath with Encroachment area, Parking Places, Water ATMs etc.

C) Project Objective

The overall goal of this project is to geo-enable and to automate RMC /RSCL's various function. The larger objective is to have base map having detailed information about each property, road network, Water bodies, Trees Census etc. within the jurisdiction of RMC and implement property tax assessment and asset management system which will handle automated workflows. The Survey findings need to be integrated with existing data available with the municipal corporation.

To serve the purpose RMC/RSCL intends to do a Drone based survey which can boost productivity of project in just a few months. This data collection would include,

- Image Acquisition with GSD resolution using Drone technology
- Image Processing and Ortho Rectification
- Base Map Preparation with rectified image

With fewer resources required to produce large, accurate data sets, and no need for externally sourced images, this result in latest & existing & high resolution images will be available which will be very helpful in other utilities like,

- Mor Green- Tree Census Application
- Building Change Detection Using Remote Sensing and GIS, Identification of new building (change detection) once in 2 years for one time.
- Identification of water bodies in Municipal limits and Catchment area treatment Plan (which may include afforestation, storm water drainage, silt traps, etc.)
- Identification of Road and Footpath with Encroachment area

D) Project Scope

In connection with the Invitation issued these Tender Documents for the Appointment of Agency for creation of base map using Drone Technology, Image processing and ortho-rectification, Base map preparation with other Additional Services.

1. Stereo image acquisition using Drone Technology (4cm GSD or better resolution)

- a. Establishing of Ground Control Network for Drone Survey: Identification and marking of Ground Control Points on the area of Interest. Minimum number of GCP should be as per project requirement. It should be taken with double frequency DGPS (Digital Global Positioning System).
- b. Monumentation of G.C.P.: Required number of ground control points shall be marked on the ground using DGPS method at regular/random interval throughout the project area. Control chart shall be prepared choosing Ground Control Points with easy access as well as easy identification on image. Control points shall be established on ground based on the control chart preferably on permanent structure, culvert corner, Road barrier, bridge corner, rock-in-situ, field bunds and other definable points like tri-junctions, road-junctions

- c. Aerial Imagery acquisition using drone: Since this project involves aerial photography data acquisition using UAV, it is mandatory to obtain necessary clearances from Local authority and other applicable agencies. Necessary clearances/permissions shall be obtained from authorized agencies as needed for flying over the project area to acquire UAV imagery. Necessary support will be provided by RMC

Imagery acquisition Criteria

Components	Description
Coverage area	Approximate 1 sq km
Pixel size /Resolution	4 cm or better
Flight Height	Not more than 200 ft.
Camera	High resolution camera
Photography condition	Ground must be free of fog, snow, haze, dust
Overlapping	60 % forward and 30 % side

2. Image processing and Ortho-rectification

- a. Preprocessing and Ortho rectification of imagery:
- Pre-processing of acquired images
 - Digital surface models, digital terrain models generation
 - Ortho-rectification of Satellite Images
- b. The Ground Control Points Established and the DEM created should be used for Ortho-rectification of imagery
- Mosaicking and Creating Tiles
 - Image strips should be mosaicked for contiguity during the Ortho-rectification process
 - Color balancing should be done for the images to achieve homogeneity across stripe boundaries
 - Generation of Image Tiles
 - The following naming convention should be used for file naming the satellite images:
 - Naming convention: RRCC, where RR is the row number counted from bottom to top and CC is the column number counted from left to right

3. Base map preparation: Creation of data layers with necessary attributes which are listed below. Field verification of features to ensure complete accuracy.

- Following features will be captured:

S.No.	Features Type	Layers	Type
1	Transport Network	Railway Line	Line
2		Major & Minor Road Network	Line
3		Colony Road	Line
4		Carriage road	Polygon
5		Footpath	Line
6		Medians/Road Dividers	Line
7		Fly overs	Line
8		Bridges	Line
9		Traffic Signals	Line
10	Administrative Boundary	State Administrative Boundary	Polygon
11		Municipal Boundary	Polygon
12		Tax rate zone	Polygon
13		Zone Boundary	Polygon
14		Ward Boundary	Polygon
15		Street vendor zone	Polygon
16		Slum Boundary	Polygon
17	Buildings	Commercial/Industrial buildings	Polygon
18		Private/Public buildings	Polygon
19		Religious buildings	Polygon
20		Historical buildings	Polygon
21		Govt. buildings	Polygon
22		Bus Stand	Point
23		Railway station	Point
24		Stadium	Point
25	Land Cover	Open space	Polygon
26		Play ground	Polygon
27		Rocky areas	Polygon
28		Park	Polygon
29		Campus boundary	Polygon
30		Open plot	Polygon
31	Water bodies	River	Polygon
32		Canal	Polygon
33		Drainage	Polygon & Line
34		Lakes	Polygon
35		Ponds	Polygon

S.No.	Features Type	Layers	Type
36		Pumping Station	Point
37		Overhead tanks	Point
38		Water treatment plant	Point
39		Water supply office locations	Point
40		Location of Water ATMs	Point
41		Fire hydrants locations	Point
42	Electric line	Electric feeders	Point
43		High tension line	Point
44		Electric poles	Point
45		Location of sub station	Point
46		Location of Street light	Point
47	Traffic Management	Traffic Control room	Point
48		Location of Traffic Signals post	Point
49		Public Parking	Point
50		Bus stop	Point
51		Petrol pump	Point
52	Health care	Hospital locations	Point
53	Telecommunication networks	Telephone exchange	Point
54		Location of Mobile Towers	Point

Though drone based survey will drive demand, various other services are also expected to contribute or to herald the necessary changes required for overall development of Municipal activities. Efforts are being made to improve the consistency of the quality, integration of these services.

- Following services can also be covered with the data collection:

4. Mor Green- Tree Census Application

The objective of this application is for protection, preservation, conservation and cultivation of tree in Municipal areas. Identification of trees and documentation of trees is the major task of Mor Green-Tree Census Application where a user friendly Android based application must be developed.

“Mor Green-Tree Census Application” must run on Mobile, tablet or PC having inbuilt GPS facility which makes the result more accurate. This GIS and GPS based paperless survey will

be used in recording of individual trees in the defined area with relevant details such as Unique Id, Latitude /Longitude, Botanical name, Common Name, approx. age, Height, Width etc.

The overall application can be used by the Municipal Corporation, Universities, Agriculture Department, and Forest Department etc.

A software application i.e. a web based GIS application and Mobile application must be developed to access the tree census components. The major components would be,

- a. Major components:
 - Web based GIS software application.
 - Mobile Application for capturing the census information on the field.
- b. The mobile application shall have following features:
 - The user shall capture photo of the tree with the mobile device.
 - It will associate GPS location with the image and will have a form for census.
 - The user will feed the data related to the tree using the same application.
 - The application shall upload the information on the web GIS application for RMC.
- c. The web GIS application shall have following functionality:
 - Show tree census data on a GIS map.
 - Provide all the information of the tree uploaded from the mobile application.
 - Provide edit facility for users to update more information about the tree on the web.
 - It will also provide Geometric analysis of the tree census.
 - It will also have MIS and GIS reports and analysis module.

5. Building Change Detection Using Remote Sensing and GIS, Identification of new building (change detection) once in two years for one time:

Change detection report in terms of area, new built up etc. with the time frame need to be submitted for at least 2 years for one time. It should involve:

- Visual Change Detection through vintage classification
- Overlaying & Change Detection
- Comparison of old and new data

<i>In The Area Of Photo</i>	<i>Old Data (2017)</i>	<i>New Data (201---)</i>	<i>Difference absolute relative</i>	
<i>Number of Houses</i>				
<i>Roof Area (m2)</i>				
<i>Housing Density (building / ha)</i>				

- Digital Change Detection
- Comparison of old and new data in terms Pixel Classification
- Change Analysis Report

<i>Reference map</i>			<i>Classification results</i>		<i>Acc.</i>
		<i>Roof</i>	<i>Road</i>	<i>Others</i>	
	<i>Roof</i>				
<i>Road</i>					
<i>Overall accuracy = ----- %</i>					

6. Identification of water bodies in Municipal limits and Catchment area treatment Plan (which may include afforestation, storm water drainage, silt traps, etc.)

- Identification or demarcation Water features like canals, drains, river, pond etc.
- Bifurcation of Water bodies in terms of Area and Volume
- Database on watershed and the ground water quality and water table
- Flow measurement of all incoming flows and outflows
- Preparation of Catchment area Plans

7. Identification of Road and Footpath with Encroachment area

- To generate a Road Layer, footpath, sidewalks, Parking of RMC regions from the Drone image by the digitizing the layer
- To generate path details such as tree length, width of the type
- To generate the width of the road as well as width of the footpath
- Preparation of thematic road encroachment map based on car and two wheeler parking, encroachment by People , Tree , Lamp post, EB junction, Garbage collection, Street Vendors, Kiosk etc.

PART B. INSTRUCTIONS TO BIDDERS

Section I. Instructions to Bidders

The purpose of this Tender Document is to engage Implementation Agency for Title: **“Appointment of Agency for creation of base map using Drone Technology, Image processing and ortho-rectification, Base map preparation with other Additional Services.** This document provides information to enable the Bidders to understand the broad requirements to submit their "Tenders".

A) General

<p>1. Background</p>	<p>1.1. Raipur is the capital city of the recently formed state of Chhattisgarh in November 2000 (formerly part of Madhya Pradesh) in central India. The city is administered by the Raipur Municipal Corporation (RMC) Traditionally, Raipur's economy has been based on agricultural-processing and sawmilling, serving as a regional hub for trade and commerce for a variety of local agricultural and forest products.</p> <p>1.2. Raipur Smart City Limited (RSCL) is administered by Raipur Municipal Corporation. RMC /RSCL intends to do a Drone based survey for Stereo image acquisition to prepare a Base Map. With Drone based Survey, multiple other utility services can also be covered like Tree Census, Building Change Detection Using Remote Sensing and GIS, Identification of water bodies in Municipal limits and Catchment area treatment Plan (which may include afforestation, storm water drainage, silt traps, etc.), Identification of Road and Footpath with Encroachment area Base map preparation</p>
<p>2. Scope of Tender</p>	<p>2.1. The scope of work for the Tender includes,</p> <p>2.1.1. Stereo image acquisition using Drone Technology (4cm GSD resolution)</p> <p>2.1.2. Image processing and Ortho-rectification</p> <p>2.1.3. Base map preparation</p> <p>2.1.4. Mor Green- Tree Census Application</p> <p>2.1.5. Building Change Detection Using Remote Sensing and GIS, Identification of new building (change detection) once in two years for one time.</p> <p>2.1.6. Identification of water bodies in Municipal limits and Catchment area treatment Plan (which may include afforestation, storm water drainage, silt traps, etc.)</p> <p>2.1.7. Identification of Road and Footpath with</p>

	<p style="text-align: center;">Encroachment area Base map preparation</p> <p>The term “in writing” means communicated in written form and delivered against receipt;</p> <p>Except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular.</p>
<p>3. Eligibility of Bidder</p>	<p>3.1. Refer Section III. Evaluation and Qualification Criteria</p>
<p>4. Corrupt Practices</p>	<p>4.1. The Tender Inviting Authority requires that the Bidder, and the suppliers, contractors, and vendors of such Bidder, to observe the highest standard of ethics during the procurement and execution of such contracts.</p> <p>4.2. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;</p> <p>4.3. “Fraudulent practice: means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority, and includes collusive practices among Bidder (prior to or after Tender submission) designed to establish Tender prices at artificial, non-competitive levels and to deprive the Tender Inviting Authority of the benefits of free and open competition</p> <p>4.4. “Collusive practice” means a scheme or arrangement between two or more Bidder, with or without the knowledge of the Tender Inviting Authority, designed to establish Tender prices at artificial, non-competitive levels.</p> <p>4.5. “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract; and</p> <p>4.6. “Obstructive practice” means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Tender Inviting Authority’s or its appointed agencies’ inspection and audit rights when necessary.</p> <p>4.7. The Tender Inviting Authority shall reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive,</p>

	<p>obstructive or coercive practices in the Tendering process.</p> <p>4.8. The Tender Inviting Authority shall disqualify the Bidder and reject the Tender submitted by such Bidder if it determines at any time that the Bidder has engaged in corrupt, fraudulent, collusive, obstructive or coercive practices during the procurement or the execution of that contract; and</p> <p>4.9. The Tender Inviting Authority shall debar the Bidder from any future contracts with the Tender Inviting Authority;</p>
<p>5. Implementation Flow</p>	<p>5.1. On receipt of the Letter of Award, the Performance Security in the prescribed format shall be submitted by Bidder within 21 days. After the Performance Security has been submitted, the selected Bidder shall enter into the Contract Agreement with the Project Implementing Agencies within 7 days or such extended period as prescribed by the Tender Inviting Authority.</p> <p>5.1.1. The selected Bidder shall undertake the Scope of Tender as described in Point 2 in General Instructions.</p>

B) Contents of Tender document

<p>6. Sections of Tender documents</p>	<p>6.1. The Tender Documents shall consist of Parts A, B, C, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with instructions to Bidder.</p> <ul style="list-style-type: none"> • PART A: Introduction <ul style="list-style-type: none"> A) Project Background B) Project Objective C) Project Scope D) Notice Inviting tender • PART B: Instruction to Bidders • Section I. Instruction to Bidder • Section II. Tender Data Sheet (TDS) • Section III. Evaluation and Qualification Criteria • Section IV. Financial Proposal • Section V. Project Time Lines • Section VI. Payment Terms • Section VII. Deliverables • Section VIII. Capacity Building • PART C: Tender Forms & Annexures • PART D: Draft Contract Agreement and Forms <p>6.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Tender</p>
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	Document. Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the Tender.
7. Clarification of Tender Document	<p>7.1. A prospective Bidder requiring any clarification regarding the Tender document shall contact the Tender Inviting Authority in writing at the Tender Inviting Authority's address indicate in clause 7.3RSCL on its discretion may also hold further discussions with the Applicants to finalize the technical/ commercial/ legal parameters and other related issues for the Project, before submission of the Proposals.</p> <p>7.2. The Bidder's request for any clarification related to the Tender Documents, which shall be received up to the last date for submission of queries, shall only be responded by the Tender Inviting Authority.</p> <p>7.3. Any queries related to this Tender can be forwarded to coo.rscl@smartcityraipur.org and ranjeet.ranjan05@gmail.com or karan.rscl@gmail.com or can contact to 8103929663/ 8839540411/ 8074726605</p> <p>7.4. The Bidder is advised to visit and examine the Site and its surroundings and obtain for itself and on its own responsibility all information that may be necessary for preparing the Tender. The cost of visiting the Site shall be at the Bidder's own expense</p> <p>7.5. The Bidder is required to review the preliminary data available before the submission of its Tender. This data is provided only for the guidance purpose, and should not be treated as the basis for the Bidder's Tender. The Bidder should make its own assessments, calculations and analysis before making its Tender, and collect any additional data as necessary to prepare its Tender.</p>
8. Amendment of Tender document	<p>8.1. Addendum to the Tender Document may be issued by Tender Inviting Authority not less than one (1) week prior to the deadline for submission of Tender.</p> <p>8.2. Any addendum issued shall form part of the Tender Document and shall be communicated in writing to all the Bidders.</p>

C) Preparation of Tender

9. Cost of Tender document	<p>9.1. The Bidder shall bear all costs associated with the preparation and submission of its Tender.</p> <p>9.2. The Tender document may be downloaded from the websites, http://www.smartcityraipur.org/ and https://eproc.cgstate.gov.in/</p>
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<p>10. Earnest Money Deposit</p>	<p>10.1. Earnest Money Deposit in the form of Demand Draft, BG drawn in favour of The Managing Director, Raipur Smart City Limited payable at Raipur.</p>																																				
<p>11. Language of Tender</p>	<p>11.1. The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Bidder and the Tender Inviting Authority is required to be in the ENGLISH language. Supporting documents and printed literature that are part of the Tender and are in a language other than 'English' shall be permitted in case they are accompanied by an accurate translation in 'English', in which case, for purposes of interpretation of the Tender, such translation shall govern.</p>																																				
<p>12. Documents Comprising the Tender</p>	<p>12.1. The Tender shall comprise the following:</p> <p>Envelop A</p> <table border="1" data-bbox="533 819 1348 1955"> <thead> <tr> <th data-bbox="533 819 596 965">Sl no</th> <th data-bbox="596 819 963 965">Documents to be submitted</th> <th data-bbox="963 819 1134 965">Submitted (Y / N)</th> <th data-bbox="1134 819 1348 965">Documentary Proof (Page No.)</th> </tr> </thead> <tbody> <tr> <td data-bbox="533 965 596 1055">1.</td> <td data-bbox="596 965 963 1055">DD of Rs. 5,000/- as Tender Fee</td> <td data-bbox="963 965 1134 1055"></td> <td data-bbox="1134 965 1348 1055"></td> </tr> <tr> <td data-bbox="533 1055 596 1111">2.</td> <td data-bbox="596 1055 963 1111">EMD of Rs. 1,00,000 /-</td> <td data-bbox="963 1055 1134 1111"></td> <td data-bbox="1134 1055 1348 1111"></td> </tr> <tr> <td data-bbox="533 1111 596 1167">3.</td> <td data-bbox="596 1111 963 1167">Bid Covering Letter</td> <td data-bbox="963 1111 1134 1167"></td> <td data-bbox="1134 1111 1348 1167"></td> </tr> <tr> <td data-bbox="533 1167 596 1223">4.</td> <td data-bbox="596 1167 963 1223">Bidder should have valid ISO 9001:2008 certification</td> <td data-bbox="963 1167 1134 1223"></td> <td data-bbox="1134 1167 1348 1223"></td> </tr> <tr> <td data-bbox="533 1223 596 1682">5.</td> <td data-bbox="596 1223 963 1682">Bidder shall be registered in India under Companies Act 1956/2013 and must be operational since last 5 years. Bidder should be Class C or above contractor registered under registration system in CG PWD with a valid UIN or Equivalent registration in any state Govt Dept, Central Govt Dept, Other Govt Dept. /undertaking of state /central /Public undertaking PSU.</td> <td data-bbox="963 1223 1134 1682"></td> <td data-bbox="1134 1223 1348 1682"></td> </tr> <tr> <td data-bbox="533 1682 596 1771">6.</td> <td data-bbox="596 1682 963 1771">The Bidder should be registered for GST & have valid PAN</td> <td data-bbox="963 1682 1134 1771"></td> <td data-bbox="1134 1682 1348 1771"></td> </tr> <tr> <td data-bbox="533 1771 596 1861">7.</td> <td data-bbox="596 1771 963 1861">The Firm should be in the field of GIS & Remote Sensing since past 5 years</td> <td data-bbox="963 1771 1134 1861"></td> <td data-bbox="1134 1771 1348 1861"></td> </tr> <tr> <td data-bbox="533 1861 596 1953">8.</td> <td data-bbox="596 1861 963 1953">Bidder shall submit a self-declaration for being not under legal action for</td> <td data-bbox="963 1861 1134 1953"></td> <td data-bbox="1134 1861 1348 1953"></td> </tr> </tbody> </table>	Sl no	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)	1.	DD of Rs. 5,000/- as Tender Fee			2.	EMD of Rs. 1,00,000 /-			3.	Bid Covering Letter			4.	Bidder should have valid ISO 9001:2008 certification			5.	Bidder shall be registered in India under Companies Act 1956/2013 and must be operational since last 5 years. Bidder should be Class C or above contractor registered under registration system in CG PWD with a valid UIN or Equivalent registration in any state Govt Dept, Central Govt Dept, Other Govt Dept. /undertaking of state /central /Public undertaking PSU.			6.	The Bidder should be registered for GST & have valid PAN			7.	The Firm should be in the field of GIS & Remote Sensing since past 5 years			8.	Bidder shall submit a self-declaration for being not under legal action for		
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		corrupt or fraudulent practices or not being blacklisted /banned / disqualified / declared ineligible / declared having dissatisfactory performance by any Ministry/ Department of GOI/ State/UT Government/ PSU/Government Organizations.		
	9.	Average turnover of the Bidder for the last three financial years ending should be equal to or greater than Rs.32 lakhs		
	10	Bidder should have experience of acquiring and processing of Aerial images covering a minimum geographical area of 500 sq. km. in India from a single project for Central Govt. of India/ any State Government Organization/ PSU in India for any central /state Government organization of India		
	11.	Bidder should have experience of establishing Ground control points network using DGPS/ETS covering a minimum geographical area of 500 sq. km. in India from a single project for Central Govt. of India/ any State Government Organization/ PSU in India for any central /state Government organization of India		
	12	Bidder should have completed minimum one project of GIS Base/land use mapping of worth Rs. 80 lacs, for two projects 50 Lakhs, for 3 projects 40 lakhs for Central Govt. of India/ any State Government Organization/ PSU in India for any central /state Government organization of India in last 5 years		

	<p>13 Bidder should have minimum 30 GIS / RS experts on company payroll. Bidder must provide valid ESIC Certificate or if not valid shall provide a declaration certificate on 100 Rs. Non Judicial Stamp paper. Refer Annexure E for the Format.</p>		
	<p>14 PRE-CONTRACT INTEGRITY PACT</p>		
	<p>15 Bidder should provide an affidavit on Rs 100 Non-judicial stamp paper, duly notarized at the time of award of work for making Cashless payment to his employees. The affidavit format is provided in Annexure- F. The affidavit is in Accordance with Point-6 of minutes of meeting (held on 29/11/2016) issued by Ministry of Housing and Environment, Government of Chhattisgarh.</p>		

Envelop B

#	Documents required	Submitted (Yes/No)	Documentary Proof (Page No.)
1.	Bidder's ISO certification		
2.	Bidder should be registered under (Companies Act 1956/2013) and operational in India since last 5 years from date of bid submission. Bidder should be Class C or above contractor registered under registration system in CG PWD with a valid UIN or Equivalent		

		<p>registration in any state Govt Dept, Central Govt Dept, Other Govt Dept. /undertaking of state /central /Public undertaking PSU.</p>		
	3.	<p>Bidder should be in GIS & RS services since last 5 years prior date of bid submission</p>		
	4.	<p>Bidder should have experience of acquiring and processing of Aerial images covering a minimum geographical area of 500 sq. km. in India from a single project for Central Govt. of India/ any State Government Organization/ PSU in India for any central /state Government organization of India.</p>		
	5.	<p>Bidder should have experience of establishing Ground control points network using DGPS/ETS covering a minimum geographical area of 500 sq. km. in India from a single project for Central Govt. of India/ any State Government Organization/ PSU in India for any central /state Government organization of India</p>		
	6.	<p>Bidder should have completed minimum one project of GIS Base/land use mapping of worth Rs. 80 lacs, for two projects 50 Lakhs, for 3 projects 40 lakhs for Central Govt. of India/ any State Government</p>		

		Organization/ PSU in India for any central /state Government organization of India in last 5 years		
	7.	Bidder should have prepared GIS base map building foot prints with attributes like house no, address ,road name, locality for any municipal corporation in India having house hold of more than 1 lacs		
	8.	Overall Technical staff strength on company payroll with the Bidder as on 31 st March 2017. Bidder must provide valid ESIC Certificate or if not valid shall provide a declaration certificate on 100Rs. Non Judicial Stamp paper. Refer Annexure E for the Format.		
	9.	Average Turnover of Bidder during the last 3 financial years ending should be equal to or greater than Rs. 32Lakhs		
	10.	Bidder having work experience in Chhattisgarh, ongoing project can also be considered		
	11.	Bidder should have deployed mobile application for data collection for ULB having min 1 lacs properties		
	12.	Technical Presentation		
	13.	Understanding of		

	<p>Project, Approach and Methodology</p> <p>Commercial Bid format</p> <table border="1"> <thead> <tr> <th>#</th> <th>Parameter</th> <th>Quantity</th> <th>Quote</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Letter of Financial Tender (Annexure A)</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>The Bidder shall quote their rates for each item/ Services and its total amount both in words and figures as per Section IV Financial proposal</td> <td></td> <td></td> </tr> </tbody> </table> <p>The Bidder shall quote their rates for each item and its total amount both in words and figures.</p> <p>12.2. If the Bidder proposes any deviations, reservations or omissions, to any of the conditions given in the sample letter of award or in any of the Tender Documents, its Tender will be treated as non-responsive and rejected.</p> <p>12.3. Tender Queries: All enquiries from the Bidders relating to this Tender Document must be submitted to the designated contact person as mentioned in the Tender Data Sheet below. The queries should necessarily be submitted in the following format as a Word Document:</p> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Tender Document Reference (Volume, Section No., Page No.)</th> <th>Content of the Tender Document requiring clarification</th> <th>Clarification Sought / Query</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> </tr> <tr> <td>...</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Queries submitted post the deadline mentioned in the Tender Data Sheet or which do not adhere to the above mentioned format may not be responded to. All the responses to the queries (clarifications / corrigendum) shall be made available on the RSCL website, http://www.smartcityraipur.org/ and state e procurement website, https://eproc.cgstate.gov.in/</p>	#	Parameter	Quantity	Quote	1.	Letter of Financial Tender (Annexure A)			2.	The Bidder shall quote their rates for each item/ Services and its total amount both in words and figures as per Section IV Financial proposal			Sr. No.	Tender Document Reference (Volume, Section No., Page No.)	Content of the Tender Document requiring clarification	Clarification Sought / Query	1				2				3				...			
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<p>13. Letter of Tender, and Securities</p>	<p>13.1. The Letter of Tender and Schedules and all other data/information shall be prepared using the relevant forms furnished in Part C: Tender Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled</p>																																

	in with the information requested.
14. Bidder's Financial Proposal	<p>14.1.A Bidder's Financial Proposal shall be mentioned in INR</p> <p>14.2. The Financial Proposal shall be proposed using the standard forms and formats as included in the Tender Forms.</p> <p>14.3. All duties, taxes, and other levies payable by the Bidder under the Contract Agreement shall be deemed to have been included in the Financial Proposal.</p>
15. Documents Comprising the Technical Proposal	<p>15.1.The Bidder shall furnish the details of documents, to be submitted by the Bidder in proof of his technical qualification</p>
16. Documents Establishing the Qualifications of the Bidder	<p>16.1. To establish its qualifications to perform the Contract Agreement in accordance with Section III, Evaluation and Qualification Criteria, a Bidder shall provide the information requested in the corresponding information sheets included in form A4, Tender Forms.</p>
17. Period of Validity of Tender	<p>17.1.Tender shall remain valid for the period specified in the Bidders Data Sheet after the Tender submission deadline date prescribed by the Tender Inviting Authority. A Tender valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.</p> <p>17.2. In exceptional circumstances, prior to the expiration of the Tender validity period, the Tender Inviting Authority may request Bidder to extend the period of validity of their Tender. The request and the responses shall be made in writing. If the Tender validity period is extended the validity of the EMD shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request shall not be required or permitted to modify its Tender, except as provided in INSTRUCTION TO BIDDER</p>
18. EMD	<p>18.1. The EMD shall be in the form of a demand draft/BG payable at Raipur, in favour of The Managing Director, Raipur Smart City Limited, issued by a scheduled bank/nationalized bank in India of value as mentioned in the TENDER DATA SHEET.</p> <p>18.2. The EMD shall be in the form as stated in the TENDER DATA SHEET. The EMD shall be valid at least for the number of days as stated in the TENDER DATA SHEET, beyond the original validity period of the Tender, or beyond any period of extension if requested.</p> <p>18.3. Any Tender not accompanied by an EMD shall be rejected by the Tender Inviting Authority as non-responsive. Any Tender not accompanied by the document fee receipt or the document fee demand draft shall be rejected by the Tender</p>

	<p>Inviting Authority as non-responsive.</p> <p>18.4. The EMD of unsuccessful Bidder shall be returned after issue of Letter of Award to the Successful Bidder and signing of contract agreement.</p> <p>18.5. The EMD of the Successful Bidder shall be returned as promptly as possible once the Successful Bidder has furnished the performance security as per the Contract Agreement or alternatively adjusted against the Performance Guarantee requirement.</p> <p>18.6. The EMD may be forfeited in the following conditions:</p> <p>18.6.1. If a Successful Bidder withdraws its Tender during the period of Tender validity, specified by the Successful Bidder on the Letter of Tender Form, except as provided in INSTRUCTION TO BIDDER 22.1;</p> <p>18.6.2. If the Successful Bidder fails to: Sign the Contract Agreement in accordance with INSTRUCTION TO BIDDER or Furnish a performance security in accordance with INSTRUCTION TO BIDDER</p> <p>or</p> <p>18.6.3. If the Bidder does not accept the corrections made in the document as stated in clause 30 of INSTRUCTION TO BIDDER.</p>
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D) Submission and Opening of Tender

<p>19. Submission of Tender</p>	<p>19.1. Submission of the Tender is MANDATORILY ONLINE which includes Pre-Qualification criteria, Technical Bid (Soft and Hard Copy), Financial Bid and must be through e-Procurement site www.eproc.cgstate.gov.in website of CG.</p> <p>19.1.1. The Earnest Money Deposit & Tender/Bid fee to the Tender Inviting Authority on or before 23.10.2017 at 03:00 pm</p> <p>19.1.2. One Physical copy of Technical document needs to be submitted on or before 23.10.2017, 03:00pm</p> <p>19.1.3. The Tender Inviting Authority will not be held responsible for any sort of delay or the difficulties faced during the submission of the Bidder.</p>
<p>20. Deadline for Submission of Tender</p>	<p>20.1. Tender must be received by the Tender Inviting Authority at the address and no later than the date and time indicated in the NIT. When so specified in the NIT.</p> <p>20.2. The Tender Inviting Authority may, at its discretion,</p>

	extend the deadline for the submission of Tender by amending the Tender document, in which case all rights and obligations of the Tender Inviting Authority and Bidder previously subject to the deadline shall thereafter be subject to the deadline as extended.
21. Late Tender	21.1. The Tender Inviting Authority shall not consider any Tender that arrives after the deadline for submission of Tender, in accordance with INSTRUCTION TO BIDDER. Any Tender received by the Tender Inviting Authority after the deadline for submission of Tender shall be declared late, rejected, and returned unopened to the Bidder.
22. Withdrawal, substitution, and Modification of Tender	22.1. A Bidder may withdraw, substitute or modify his Tender after submission subject to the applicable provisions of the relevant rules.
23. Tender Opening	23.1. The Tender shall be opened by the Tender Inviting Authority in the presence of Bidder' designated representatives, and at the address, date and time specified in the NIT

E) Evaluation and Comparison of Tender

24. Confidentiality	<p>24.1. Information relating to the evaluation of Tender and recommendation of contract award shall not be disclosed to Bidder or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.</p> <p>24.2. Any attempt by a Bidder to influence the Tender Inviting Authority in the evaluation of the Tender or award decisions may result in the rejection of its Tender.</p>
25. Clarification of Tender	<p>25.1. To assist in the examination, evaluation, and comparison of the Tender, and qualification of the Bidder, the Tender Inviting Authority may, at its discretion, ask any Bidder for a clarification of its Tender. Any clarification submitted by a Bidder that is not in response to a request by the Tender Inviting Authority shall not be considered. The Tender Inviting Authority's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Tender Inviting Authority in the evaluation of the Tender, in accordance with INSTRUCTION TO BIDDER.</p> <p>25.2. If a Bidder does not provide clarifications of its</p>

	<p>Tender within seven (07) days from the Tender Inviting Authority's request for clarification, its Tender shall be rejected.</p>
<p>26.Deviations, Reservations, and Omissions</p>	<p>26.1. During the evaluation of Tender, the following definitions apply:</p> <p>26.1.1. "Deviation" is a departure from the requirements specified in the Tender document;</p> <p>26.1.2. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender document; and</p> <p>26.1.3. "Omission" is the failure to submit any part or all of the information or documentation required in the Tender document.</p> <p>26.2. The Tender will be considered as non-responsive and rejected under any of the following conditions:</p> <p>26.2.1. Bidder is not eligible in accordance with the provisions of the Tender document.</p> <p>26.2.2. Tender is not accompanied by the EMD equivalent to the amount and in the form as stipulated</p> <p>26.2.3. Any deviation, reservation, or omission in the Tender</p> <p>26.2.4. All Tender forms are not filled and signed by the Bidder.</p> <p>26.3. Any wilful misstatements or incorrect information provided in the Tender.</p>
<p>27. Determination of Responsiveness</p>	<p>27.1. If the Bidder is not an "Eligible Bidder" in accordance with the INSTRUCTION TO BIDDER then its Tender will be considered as non-responsive and rejected.</p> <p>27.2. The Tender Inviting Authority's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in INSTRUCTION TO BIDDER.</p> <p>27.3. A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p> <p>27.3.1. If accepted would:</p> <p>27.3.2. Affect in any substantial way the scope, quality, or performance of the Contract Agreement; or</p> <p>27.3.3. Limit in any substantial way, inconsistent with the Tender document, the Tender Inviting Authority's rights or the Bidder's obligations under</p>

	<p>the proposed Contract Agreement; or</p> <p>27.3.4. If rectified, would unfairly affect the competitive position of other Bidder presenting substantially responsive Tender</p> <p>27.4. The Tender Inviting Authority shall examine the technical aspects of the Tender document, in accordance with INSTRUCTION TO BIDDER, Technical Proposal, in particular, to confirm that all requirements of specifications have been met without any material deviation or reservation.</p> <p>27.5. If a Tender is not substantially responsive to the requirements of the Tender document, it shall be rejected by the Tender Inviting Authority and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
<p>28.Non material Non conformities</p>	<p>28.1. Provided that if a Tender is substantially responsive, the Tender Inviting Authority may waive any nonconformities in the Tender that do not constitute a material deviation, reservation, or omission.</p> <p>28.2. Provided that if a Tender is substantially responsive, the Tender Inviting Authority may request that the Bidder to submit the necessary information or documentation, within seven days, to rectify nonmaterial non-conformities in the Tender related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Tender.</p>
<p>29.Correction of Arithmetic Errors</p>	<p>29.1. Provided that the if Tender is substantially responsive, the Tender Inviting Authority shall correct arithmetical errors on the following basis:</p> <p>29.1.1. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Tender Inviting Authority there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</p> <p>29.1.2.If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>29.1.3.If there is a discrepancy between words and figures, the lesser of the two shall prevail.</p> <p>29.2. If the Bidder does not accept the correction of errors, its Tender shall be disqualified.</p>

<p>30. Qualification & Evaluation of Tender</p>	<p>30.1. The Tender shall be evaluated as below:</p> <p>30.1.1. The Bidders Technical qualifications and Proposal will be examined to ensure that the qualification criteria is met.</p> <p>30.1.2. Upon satisfying the qualification criteria, the Bidder's Financial Proposal shall be opened and evaluated. The evaluation of the Bidder's financial Proposal shall be carried out as per the methodology stated in Section III: Evaluation and Qualification Criteria.</p> <p>30.1.3. Selection of bidder: The work will be allocated in the Quality and Cost Based Selection (QCBS) system</p> <p>30.2. The Tender Inviting Authority may seek for additional clarifications as may be required for the evaluation of the proposal which shall be readily provided by the Bidder.</p>
<p>31. Tender Inviting Authority's Right to Accept Any Tender, and to Reject Any or All Tender</p>	<p>31.1. The Tender Inviting Authority reserves the right to accept or reject any tender, and to annul the Tendering and reject all tender at any time prior to contract award, without thereby incurring any liability to Bidder. In case of annulment, all Tender submitted and specifically, Tender securities, shall be promptly returned to the Bidder.</p>

F) Award of Contract Agreement

<p>32. Selection Of Successful Bidder</p>	<p>32.1. The Tender Inviting Authority shall invite the Successful Bidder for execution of the Contract Agreement.</p> <p>32.2. The work will be allocated in the Quality and Cost Based Selection (QCBS) system</p> <p>32.3. In the event that the Successful Bidder fails to sign the Contract Agreement or fails to furnish the Performance Security, the Tender Inviting Authority shall take the final decision.</p>
<p>33. Notification of Award</p>	<p>33.1. The Tender Inviting Authority shall notify the Successful Bidder, in writing, that its Tender has been accepted and issue a Letter of Award.</p> <p>33.2. Until a formal Contract Agreement is executed, the notification of award shall constitute a binding contract.</p>
<p>34. Performance Security</p>	<p>34.1. Within time period stated in the NIT, Successful Bidder shall furnish the performance security before entering into the Contract Agreement, after receiving</p>

	<p>the Letter of Award, using for that purpose the Performance Security Form, or another form acceptable to the Tender Inviting Authority.</p> <p>34.2. The performance security shall be provided in the form as stated in the NIT. The amount of the performance security shall be as stated in the NIT and its period of validity as specified.</p> <p>34.3. Failure of the Successful Bidder to submit the above mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD unless such delays are approved by the Tender Inviting Authority.</p> <p>34.4. The time period within which the successful Bidder shall have to submit Performance Security and sign the Contract Agreement after issue of LOA or LOI by the Procuring Entity is 15 days. The amount of Performance Security shall be @ 5% of the Contract amount.</p>
<p>35. Signing of Contract</p>	<p>35.1. Within the number of days as specified in the NIT, of receipt of the performance security, the Successful Bidder and the Project Implementing Agencies shall execute the Contract Agreement. In case the Successful Bidder fails to sign the Contract Agreement within the number of days as specified in the TDS, its Letter of Award will be terminated and the EMD shall be forfeited.</p>
<p>36. Completion Time</p>	<p>36.1. Refer Project Timelines Section V.</p> <p>36.2. The Performance Period for the Contract Agreement is as stated in the clause 37.1.</p> <p>36.3. The Performance Period may be extended for a further period as agreed on mutual agreement. Bidder must submit a letter (in written form) for extension of the period with proper justification.</p>
<p>37. Implementation Agreement</p>	<p>37.1. The entities, agencies and persons involved in the Project are as stated, which will be applicable during the carrying out of the Project to completion.</p>
<p>38. Stages in Tender</p>	<p>38.1. The Tender for “Appointment of Agency for creation of base map using Drone Technology, Image processing and ortho-rectification, Base map preparation with other Additional Services.” involves the following three stages.</p> <ol style="list-style-type: none"> 1. Two Tender (Receipt of Proposals via online and 1 in hard copy) 2. Letter of Award (LOA), and 3. Contract Agreement.

	<p>38.2. The services and work under this Tender shall be executed as follows:</p> <ol style="list-style-type: none"> 1) The Tender Inviting Authority shall release the Letter of Award to the Successful Bidder; 2) After the acceptance of the LoA, the Successful Bidder shall furnish the Performance Security; 3) The Tender Inviting Authority shall then enter into the Contract Agreement with the Successful Bidder to implement the Project.
39. Cost of Tender Document	39.1. Document fee of Rs. 5,000/- via Demand Draft
40. Opening of Tender	40.1. The Tender shall be opened in presence of the Bidder's representatives.

Section II. Tender Data Sheet (TDS)

A. Tender Details

Name of the Tender Inviting Authority	Raipur Smart City Limited
Name of the assignment is	Appointment of Agency for creation of base map using Drone Technology, Image processing and ortho-rectification, Base map preparation with other Additional Services.
Tender Document reference No and Start Date	RFP No: 264/RSCL/Drone Survey/2017-18, 27/09/2017
Tender Type	Open Tender via e-Tendering system
Tender Fee	INR 5,000/- (Rupees Five Thousand Only), in the name of, The Managing Director, Raipur Smart City Limited
Tender Submission Due Date	Date: 18/10/2017 5.30 pm
Earnest Money Deposit (EMD)	INR 1 Lakh /- (Rupees One Lakh Only)
EMD Submission Due Date & Time	Date: 23/10/2017, 03.00 pm
Performance Bank Guarantee	5% of the contract value.
Addressee and Address for the EMD/ Bid Fee to be submitted	The Managing Director, Raipur Smart City Limited, Opposite to Buddha Talab, Near Indoor stadium. Budhapara, Raipur -492001 (India), Pin- 492001 Telephone: +910771-2535780,90 Fax: +910771-2227395
Duration of project	Refer Section V Project Timelines
Joint venture /Consortium is	No

allowed	
Method of selection	Quality and Cost Based Selection (QCBS) , 70:30
Technical Proposal	MANDATORILY ONLINE which includes Pre-Qualification criteria, 2 Technical Bid (one soft & one hard copy)
Financial Proposal	MANDATORILY ONLINE Financial Bid and must be through e-Procurement site www.eproc.cgstate.gov.in website of CG.

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following

Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:

T= 0.70, and

P= 0.30

Proposals are ranked according to their combined technical (St) and financial Sf scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.

B. Preparation of Tenders

Language of Tender	English
Tender Validity Period	180 Days from the last Date of Online Bid Submission
Performance Security Validity Period	3 months after expiration of all the contractual obligations

C. Queries and Tender Presentation

Last date for submission of queries for clarifications	04/10/2017 up to 5.30 pm, Pre Bid conference is on 05/10/2017			
Query Submission	To be submitted via e-mail only in the following format,			
	Sl. no	RFP Document Reference	Content of the RFP requiring clarification	Clarification sought

Technical qualifications presentation	To be intimated later.
Contact Person for clarification of Queries	Any queries related to this Tender can be forwarded to coo.rscl@smartcityraipur.org and ranjeet.ranjan05@gmail.com , karan.rscl@gmail.com or can contact to 8103929663/ 8839540411/ 8074726605
Contact Information	Raipur Smart City Limited Opposite to Buddha Talab, Near Indoor stadium. Budhapara, Raipur -492001 (India), Pin- 492001 Telephone: +910771-2535780,90 Fax: +910771-2227395

D. Schedule of Tendering Process

RSCL would endeavour to adhere to the following schedule from the date of issue of notification during the Tendering Process:

Date of issue of Tender Document	27/10/2017, 5.30 pm
Last date for Pre Bid Queries	04/10/2017, 5.30 pm
Tender Due Date	18/10/2017, 5.30 pm
Opening of Tender	23/10/2017
Opening of Financial Tenders	To be intimated later.

Note:

The date of opening of the Financial Tenders will be intimated to the Qualified Bidder/s. RSCL reserves the right to make changes to the Schedule of Tendering Process.

E. Evaluation of Tenders and Awarding of Contract

Signing of Contract Agreement with	At earliest after Letter of Award
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Section III. Evaluation and Qualification Criteria

The evaluation of both technical and commercial proposals shall be done by a Tender Evaluation Committee. The Tender Evaluation Committee may choose to request for clarification from the bidder related to their products / services offering, approach, methodology or any other information as part of the technical evaluation.

The decision of the Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final and binding on all the bidders. No correspondence will be entertained outside the process of negotiation/ discussion with the Tender Evaluation Committee. Any effort by a Bidder to influence the Tender Evaluation Committee's processing of Bids or award decisions may result in the rejection of the Bid.

The bidders should fulfil following minimum requirements to be eligible for evaluation process

Minimum Eligibility and prequalification criteria:

	Pre-qualification criteria	Supporting document
(A)	About Company Competency	
1	Bidder should have valid ISO 9001:2008 certification	Copy of certificate of ISO 9001:2008
2	Bidder shall be registered in India under Companies Act 1956/2013 and must be operational since last 5 years. Bidder should be Class C or above contractor registered under registration system in CG PWD with a valid UIN or Equivalent registration in any state Govt Dept, Central Govt Dept, Other Govt Dept. /undertaking of state /central /Public undertaking PSU.	Certificate of Incorporation
3	The Bidder should be registered for GST & have valid PAN	Copy of certificate need to be submitted.
4	The Firm should be in the field of GIS & Remote Sensing since past 5 years	Copy of work orders / completions should be attached.
5	Bidder shall submit a self-declaration for being not under legal action for corrupt or fraudulent practices or not being blacklisted /banned / disqualified / declared ineligible / declared having dissatisfactory	Self-Attested Declaration on company letter head

	performance by any Ministry/ Department of GOI/ State/UT Government/ PSU/Government Organizations on date of bid submission.	
6	PRE-CONTRACT INTEGRITY PACT	Copy of Affidavit as per Annexure D
7	Bidder should provide an affidavit on Rs 100 Non-judicial stamp paper, duly notarized at the time of award of work for making Cashless payment to his employees. The affidavit format is provided in Annexure- F. The affidavit is in Accordance with Point-6 of minutes of meeting (held on 29/11/2016) issued by Ministry of Housing and Environment, Government of Chhattisgarh.	Copy of Affidavit as per Annexure F
(B)	Technical criteria	
1	Bidder should have experience of acquiring and processing of Aerial images covering a minimum geographical area of 500 sq. km. in India from a single project for Central Govt. of India/ any State Government Organization/ PSU in India for any central /state Government organization of India.	Copies of Work order and Completion / Work in Progress certificate (For min 500 sq km) should be enclosed in the bid.
2	Bidder should have experience of establishing Ground control points network using DGPS/ETS covering a minimum geographical area of 500 sq. km. in India from a single project for Central Govt. of India/ any State Government Organization/ PSU in India for any central /state Government organization of India	Copies of Work order and Completion / Work in Progress certificate (For min 500 sq km) should be enclosed in the bid.
3	Bidder should have completed minimum one project of GIS Base/land use mapping of worth Rs. 80 lacs, for two projects 50 Lakhs, for 3 projects 40 lakhs for Central Govt. of India/ any State Government Organization/ PSU in India for any central /state Government organization of India in last 5 years.	Copies of Work order and Completion certificate should be enclosed in the bid.
4	Bidder should have prepared GIS base map building foot prints with attributes like house no, address ,road name, locality for any municipal corporation in India having house hold of more than 1 lacs	Copies of Work order and Completion / Work in Progress certificate (For min 1 lacs) should be enclosed in the bid.
5	Bidder should have minimum 30 GIS / RS experts on company payroll. Bidder must provide valid ESIC Certificate or if not valid shall provide a declaration certificate on 100 Rs. Non Judicial Stamp paper. Refer Annexure E for the Format.	Bidder must submit list with HR head Certificate , Valid ESIC or Declaration certificate as per Annexure E

(C)	Financial criteria	
1	Average Turnover of Bidder during the last 3 financial years ending should be equal to or greater than Rs. 32 Lakhs	Audited Balance Sheet Certificate should be attached as per Form 4: Format for financial capability of Part C (tender forms) of tender documents

Evaluation Criteria:

Sr.No.	Criteria	Total Marks	Document Required
1	About company competency		
1	Bidder's ISO certification	5	Copy of certificate of ISO 9001:2008
	ISO 9001:2008 =3 Marks		
	ISO 9001:2008 in Aerial flying ,image data processing , RS & GIS =5 Marks		
2	Bidder should be registered (under Companies Act 1956/2013 and must be operational) in India since last 5 years from date of bid submission. Bidder shall be registered in India under Companies Act 1956/2013 and must be operational since last 5 years. Bidder should be Class C or above contractor registered under registration system in CG PWD with a valid UIN or Equivalent registration in any state Govt Dept, Central Govt Dept, Other Govt Dept. /undertaking of state /central /Public undertaking PSU.	5	Certificate of Incorporation
	5 years = 3 Marks		
	> 5years -12 Years = 5 Marks		
3	Bidder should be in GIS & RS services since last 5 years prior date of bid submission	10	Copy of work orders /completions should be attached.
	5 years =3 Marks		
	>5years -12 Years = 5 Marks		
	>12 years = 10 Marks		

2	Technical criteria		
1	Bidder should have experience of acquiring and processing of Aerial images covering a minimum geographical area of 500 sq. km. in India from a single project for Central Govt. of India/ any State Government Organization/ PSU in India for any central /state Government organization of India.	5	Copies of Work order and Completion / Work in Progress certificate (For min 500 sq km) should be enclosed in the bid
	>= 500 sq. km to < = 1500 sq. km. = 1mark		
	>=1500 sq. km to < = 3500sq. km. =2 marks		
	> =3500 sq.km but < 5000 sq.km = 3 marks		
	> =5000 sq.km = 5 marks		
2	Bidder should have experience of establishing Ground control points network using DGPS/ETS covering a minimum geographical area of 500 sq. km. in India from a single project for Central Govt. of India/ any State Government Organization/ PSU in India for any central /state Government organization of India	10	Copies of Work order and Completion / Work in Progress certificate (For min 500 sq km) should be enclosed in the bid.
	>= 500 sq. km to < = 1500 sq. km. = 1 mark		
	>=1500 sq. km to < = 3500 sq. km. = 2 marks		
	> =3000 sq.km but < 5000 sq.km = 5 marks		
	> =5000 sq.km = 10 marks		
3	Bidder should have completed minimum one project of GIS Base/land use mapping of worth Rs. 80 lacs, for two projects 50 Lakhs, for 3 projects 40 lakhs for Central Govt. of India/ any State Government Organization/ PSU in India for any central /state Government organization of India in last 5 years	10	Copies of Work order and Completion certificate should be enclosed in the bid.
	Yes = 10 marks		
	No = 0 mark		
4	Bidder should have prepared GIS base map building foot prints with attributes like house	10	Copies of Work order and Completion /

	no, address ,road name, locality for any municipal corporation in India having house hold of more than 1 lacs		Work in Progress certificate (For min 1 lacs) should be enclosed in the bid.
	1 lacs = 5 marks		
	>1 lacs= 10marks		
5	Overall Technical staff strength on company payroll with the Bidder as on 31st March 2017. Bidder must provide valid ESIC Certificate or if not valid shall provide a declaration certificate on 100Rs. Non Judicial Stamp paper. Refer Annexure E for the Format.	5	Bidder must submit Certificate on Company letter head with company authorised signatory and Valid ESIC or Declaration certificate as per Annexure E
	>30 no's but <=50no's = 3marks		
	>=50 nos = 5 marks		
3	Financial criteria		
1	Average Turnover of Bidder during the last 3 financial years ending should be equal to or greater than Rs. 32lakhs	10	Audited Balance Sheet Certificate should be attached as per Form 4: Format for financial capability of Part C (tender forms) of tender documents
	= >32 lakhs to <50 lakhs crore = 5 marks		
	>= 50 lakhs to <75 lakhs = 7 marks		
	More than 75 lakhs = 10 marks		
4	Bidder having work experience in Chhattisgarh, ongoing project can also be considered	5	
	No = 0 marks		
	Yes = 5 marks		
5	Bidder should have deployed mobile application for data collection for ULB having Min 1 lac properties	5	
	No = 0 marks		
	Yes = 5 marks		
6	Technical Presentation	10	

7	Understanding of Project, Approach and Methodology	10	
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Note:

1. End user certification from Govt/Semi Govt/Central/Urban Local body to be obtained regarding Work Experience not less than EE level Officers (Class I officers)
2. Bidders need to submit the Affidavit for certificates which they are submitting for all the documents. Refer Annexure: E for the Format

Section IV: Financial Proposal

The Financial Proposal has to be quoted by the Bidder after taking into consideration all the terms and conditions stated in the Tender document, draft Contract Agreement, after, all the conditions that may affect the project cost and implementation of the project.

Sl. no.	Item	Unit of Measurement	In figure, INR	In Words
1	Aerial images data acquisition	Per square km.		
2	Data processing including ortho rectification	Per square km.		
3	Creation of Base map with all thematic layers including data integration	Per square km.		
4	Developing application for tree census	Lump sum		
5	Water shed analysis	Lump sum		
6	Submission of change detection analysis per vintage	Per Square Km		
7	Identification of Road and Footpath with Encroachment area	Per Running km.		
Total				

Note: Bidders are requested to provide per square km cost and per running km cost for the items 1, 2, 3, 6 and 7 as mentioned above.

(Total approximated square km is 180 sq. km. and approximated running km for road and footpath is 12000 km)

The Cost shall be exclusive of Government Taxes (as applicable, to be shown separately)

Appropriate and accurate value must be filled (other than '0' (Zero)) in amount column. For any manipulation or inappropriate data, RSCL has the right to reject the Bid.

***Financial Bid to be submitted online only. Physical submission of the Financial Bid if found deemed to be rejected.

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

Section V: Project Time Lines

Sl No	Item	Sub Items	Time Lines
1	Submission of Project Plan	Submission of Project Plan	To+ 7 days
2	Aerial images data acquisition and Data processing including ortho rectification	Setting out Ground Control points for Drone Survey & scheduling flight plans.	To+ 2 months
3		Completion of Drone Flying and processing of imagery till ortho rectification and submission	To+ 2 months
4		Aerial imagery/lidar data processing and submission	To+ 3 months
5	Creation of Base map with all thematic layers including data integration	Preparation of base map, catchment analysis and submission	To+ 4 months
6		Survey data integration and Submission of updated base map	To+5 months
8	Developing application for tree census	Development of tree census application and integration of attribute of tree data	To+8 months
9	Water shed analysis	Submission of deliverables	To+10 months
10	Identification of Road and Footpath with Encroachment area	Submission of deliverables	To+10 months
7	Submission of change detection analysis per vintage	Submission of deliverables	To+24 months
Total Duration			To+24 months

****To: Date of Receiving work order**

Building change detection per vintage

Sr. No.	Mile stone item	Expected Completion from the date Receiving work order
1	<p>Submission of change detection analysis per vintage</p> <ul style="list-style-type: none">• Availability of 0.3 cm imagery• Approval from department on latest archive 0.3 cm imagery or fresh task• Procurement of imagery• Image processing, geo referencing• Visual change detection• Overlaying and change detection• Comparison of old and new data• Report generation	<p>To+ 24 month</p>

Section VI: Payment Terms

SI No	Item	Sub Items	Payment Terms
1.	Aerial images data acquisition and Data processing including ortho rectification	Setting out Ground Control points for Drone Survey & scheduling flight plans.	20%
2		Completion of Drone Flying and processing of imagery till ortho rectification and submission	
3		Aerial imagery/lidar data processing and submission	
4	Creation of Base map with all thematic layers including data integration	Preparation of base map, catchment analysis and submission	15%
5		Survey data integration and Submission of updated base map	15%
6	Developing application for tree census	Development of tree census application and integration of attribute of tree data	15%
7	Water shed analysis	Submission of deliverables	10%
8	Identification of Road and Footpath with Encroachment area	Submission of deliverables	10%
9	Submission of change detection analysis per vintage	Submission of deliverables	15%
Total			100%

Section VII: Deliverables

The following deliverables in softcopy (CD/DVD) format should be submitted by the vendor upon completion of the task

- 1.** Submission of Project Plan with 7 days of receiving of Work Order
- 2.** Ortho rectified Aerial imagery of every year in Tiff and img format
- 3.** Base map in shape file and tab format with all thematic layers mentioned in scope of work.
- 4.** Pdf files of base map in a scale of 1:1000.
- 5.** Tree census application
- 6.** Tree census data (maps/shapefiles and CAD latest format /tables etc.)
- 7.** Change detection report along with all relevant maps / images (raw & geo referenced), shape files, CAD format, tabular format etc.

Note: Summarised report covering all deliverables in Hard copy must be submitted.

Section VIII. Capacity Building

The selected bidder is expected to give Capacity Building for 2 months post the implementation

Section IX. Service Level Agreements

1. SLA Objective

The selected bidder shall provide services as per SLA matrix mentioned.

2. SLA Matrix

The Bidder shall provide following support services as per SLA matrix given below:

3. Service Level Penalties

Sr. No	Service Parameters	Threshold Levels	Condition	Penalty
1	Adherence to the agreed implementation timelines EXCEPT Change Detection deliverable	up to 10 months	For the delay in the deliverable after 10months EXCEPT Change Detection deliverable	1 lakh INR for every month delay after 10 months up to 10% of the contract value EXCEPT Change Detection deliverable. Post that, Tender Evaluation committee's decision will be deemed final.

PART C. TENDER FORMS

1. Letter of Tender

Date:---/---/-----

Tender No: -----/RSCL/2017

Title: APPOINTMENT OF AGENCY FOR CREATION OF BASE MAP USING DRONE TECHNOLOGY, IMAGE PROCESSING AND ORTHO-RECTIFICATION, BASE MAP PREPARATION WITH OTHER ADDITIONAL SERVICES.

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tender document, including Addenda issued in accordance with Instructions to Bidder (INSTRUCTION TO BIDDER);
- (b) Our Tender, which consist of the Tender forms as per the list of attachments enclosed with this Letter of Tender, is based on the Instruction to Bidder and other parts of the Tender document.
- (c) We agree to provide the performance security in the event of signing the Contract Agreement;
- (d) We, for any part of the contract, do not have any conflict of interest in accordance with INSTRUCTION TO BIDDER ;
- (e) We are not participating, as a Bidder in more than one Tender in this Tendering in accordance with INSTRUCTION TO BIDDER;
- (f) We, including any of our subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Government of Chhattisgarh or the Tender Inviting Authority;
- (g) We understand that this Tender, together with your written acceptance thereof included in the Letter of Award, shall constitute a binding contract between us, until a formal contract is prepared and executed. We also understand that any addenda or minutes of the negotiation meetings issue by you shall be integral part of our Tender and the Contract Agreement;
- (h) We understand that you are not bound to accept the best evaluated Tender or any other Tender that you may receive;
- (i) We agree that the Tender Inviting Authority can reject any or all the Tender and drop out the Tendering, or reject all the Tender and invite fresh Tender without any liability of whatsoever nature from us;

(j) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery; and

Name _ In the capacity of _____

Signed _____

Duly authorized to sign the Tender for and on behalf of _____

Dated on ___ day of _____, _____

List of Attachments (as applicable):

- EMD (Earnest Money Deposit)
- Processing Fee Receipt / Processing Fee
- Power of Attorney for Signing of Tender

2. Format for Power Of Attorney for Signing Of Tender

(On Non – judicial stamp paper of Rs. 100/-duly attested by a Notary Public)

POWER OF ATTORNEY

Know all men by these presents, we (name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr. / Ms. -----
----- R/o (name and address of residence) who is presently employed with us and holding the position of ----- as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the Tender of (please state the name and address of the Bidder) for the “Appointment of Agency for creation of base map using Drone Technology, Image processing and ortho-rectification, Base map preparation with other Additional Services.” (the “Project”), including signing and submission of all documents and providing information / responses to Raipur Smart City Limited representing us in all matters in connection with our Tender for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

(Signature)

(Name, Title and Address)

Accept

.....(Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).

3. Form of Performance Guarantee-Bank Guarantee Bond

1. In consideration of the Raipur Smart City Limited (hereinafter called "The RSCL.") having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called "the said contractor(s)" for the work of _____ (hereinafter called "The said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We _____ (indicate the name of the bank) hereinafter referred to as "the Bank) hereby undertake to pay to the RSCL. An amount not exceeding Rs. _____ (Rupees _____ only) on demand by the RSCL.

2. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the RSCL stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

3. We _____ (indicate the name of the bank) the said bank further undertake to pay to the RSCL. any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We _____ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the RSCL. under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the RSCL certified that the terms and condition of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.

5. We _____ (indicate the name of the bank) further agree with the RSCL that the RSCL shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RSCL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the RSCL or any indulgence by the RSCL to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We _____ (indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of the RSCL in writing.
8. This guarantee shall be valid up to _____ unless extended on demand by RSCL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated _____ the day of _____
for _____.

(Indicate the name of Bank)

Particulars of Bidder

1.	Name of organization	
2.	State/country of incorporation	
3.	Registered address	
4.	Year of incorporation	
5.	Year of commencement of business	
6.	Principal place of business	
7.	Brief description of the organization	
8.	Including details of its main lines of business	

Authorized signatory of the Tender

1	Name	
2	Designation	
3	Company	
4	Address	
5	Phone No. (office) (mobile)	
6	Fax No.	
7	E-mail address	

Signature of Authorized Signatory
(Seal of Firm)

4. Format for Financial Capability

The following format shall be used for statement of financial capability of Bidders:

Financial Year	Turnover
2014 – 15	
2015 – 16	
2016 – 17	
Average Turn Over	

Signed:

Authorized Signatory

- A certificate from the statutory Auditor/certified public accountant should be provided as supporting document certifying the Financial Capability as above.

5. Similar Works Successfully Completed by the Bidder

1. Name of project	
2. Name of client's address	
3. Name, telephone no., fax no. of client's representative	
4. Cost of the project	
5. Start date of Assignment	
6. Final date of Assignment	
7. Brief description of project	

Note:

1. Use separate sheet for each similar work completed.
2. Give detail of all similar work executed during the period under consideration of Tender
3. End user certification from Govt/Semi Govt/Central/Urban Local Body to be obtained regarding Work Experience not less than EE level Officers (Class I officers)

Signature of Authorized Signatory
(Seal of Firm)

6. Eligibility Bid Solvency Certificate from A Scheduled Bank

This is to certify that to the best of my knowledge and information that _____ is a customer of our Bank is respectable and can be treated as good for any engagement up to a limit of Rs. _____.

This certificate is issued without any guarantee or responsibility on the Bank or any of the offices.

(Seal of firm) Bank's Certificate should be in the letter head of the Bank.

(Signature) for the Bank

Annexure A: Letter of Financial Tender

Letter of Financial Tender

Date: ---/---/---

Tender No.:-----/RSCL/2017

TITLE: APPOINTMENT OF AGENCY FOR CREATION OF BASE MAP USING DRONE TECHNOLOGY, IMAGE PROCESSING AND ORTHO-RECTIFICATION, BASE MAP PREPARATION WITH OTHER ADDITIONAL SERVICES.

To: _____

Subject: Financial Proposal

In reference to our Technical Proposal for the Invitation for Tender referred above, we hereby submit our Financial Tender along with all documents as stated in the Instruction to Bidder.

Our Financial Tender shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Tender and any further extensions given to the validity period of the Tender.

We confirm that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Firm:

Annexure B: Financial Proposal

Sl. no.	Item	Unit of Measurement	In figure, INR	In Words
1	Aerial images data acquisition	Per square km.		
2	Data processing including ortho rectification	Per square km.		
3	Creation of Base map with all thematic layers including data integration	Per square km.		
4	Developing application for tree census	Lump sum		
5	Water shed analysis	Lump sum		
6	Submission of change detection analysis per vintage	Per Square Km		
7	Identification of Road and Footpath with Encroachment area	Per Running km.		
Total				

Note: Bidders are requested to provide per square km cost and per running km cost for the items 1, 2, 3, 6 and 7 as mentioned above.

(Total approximated square km is 180 sq. km. and approximated running km for road and footpath is 12000 km)

***Financial Bid to be submitted online only. Physical submission of the Financial Bid if found deemed to be rejected.

For

Sign:
Name:
(Authorized Signatory)

Annexure C: Conditions Governing the Letter of Award

1. Definitions	Refer Section I: General Conditions of Contract
2. Successful Bidder's Representative	The Successful Bidder designates a <i>Project Manager</i> as Successful Bidder's representative who will be responsible for the coordination of activities under Letter of Award, reporting to the Successful Bidder and its appointed agencies, for receiving and issuing notices and responsible for delivery of the services.
3. Performance Standards	The Successful Bidder shall promptly replace any employees assigned under the Letter of Award that the Tender Inviting Authority considers unsatisfactory.
4. Confidentiality	The Successful Bidder shall not, during the term of the Letter of Award, disclose any proprietary or confidential information relating to the Letter of Award or the Tender Inviting Authority's business or operations without the prior written consent of the Tender Inviting Authority.
5. Ownership of Material	Any studies reports or other material, graphic, software or otherwise, prepared by the Successful Bidder for the Tender Inviting Authority under the Letter of Award shall belong to the Tender Inviting Authority. The Successful Bidder may retain a copy of such documents. All the material information data preliminary report gathering as part of the preparation shall be transferred in soft copies (in hard copy if Tender Inviting Authority requests).
6. Successful Bidder Not to be Engaged in Certain Activities	The Successful Bidder agrees that, during the term of the Letter of Award and after its termination that its personnel shall not undertake any activity that would conflict with the activities assigned to them.
7. Assignment	The Successful Bidder shall not assign the Letter of Award or sub-contract any portion of it without the Tender Inviting Authority's prior written consent.
8. Law Governing Contract and Language	The Letter of Award shall be governed by the laws of India and the laws framed by the Government of Chhattisgarh, from time to time. The language of the Letter of Award shall be English.
9. Termination of the Contract	Client may, without prejudice, to any other remedy for breach of contract, or on default by the bidder, terminate the contract in whole or in part if:- <ul style="list-style-type: none"> a) Awarded bidder fail to deliver any or all of the obligations within the time period(s) specified in the work order/contract, or any extension thereof granted by the client. b) Fails to perform any other obligation(s) under the work order/contract. c) Fails to submit all the materials including software and documentation work towards assigned job to the client. d) False information provided by empanelled System Integrators during empanelment. e) Client may terminate on violation of Code of Conduct. Refer Section 21 of this document for Termination conditions.

10.Successful Bidder's Actions Requiring Prior Approval	The Successful Bidder shall obtain the prior written consent from the Tender Inviting Authority for any actions of the Successful Bidder which will result in public risk and inconvenience, interruption to the functions and services provided by the Tender Inviting Authority.
11.Taxes and Duties	The prices and costs considered by the Successful Bidder shall include all taxes, duties, and levies as per the applicable law governing the Letter Of Award or the Contract.
12.Dispute Resolution	Any dispute arising out of and during the course of the Contract shall first be amicably settled by mutual consultation. In the event of the failure to reach a mutual settlement, the dispute shall be referred to the Adjudicator appointed by the TENDER SCRUTINY COMMINSTRUCTION TO BIDDER. If either of the Party is not satisfied with the decision of the Adjudicator, by giving a written notice of seven (7) days to the other Party, the Party shall invoke arbitration proceedings in accordance with the Indian Arbitration and Conciliation Act.
13.Independent Contractor	A Bidder shall be an independent Contractor performing the work. The Letter of Award or Contract does not create any agency, partnership, joint venture or other joint relationship between the Tender Inviting Authority and Successful Bidder.
14.Sample Letter of Award	The Bidder agrees to the Sample Letter of Award as provided in Part 3 (Sample Contract and Forms) of the Tender Document, which shall be the integral part of this Annex D of the Tender.
15. Code of Integrity	<p>Any person participating in the Tender process shall,-</p> <ol style="list-style-type: none"> i. Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process; ii. Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation; iii. Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process; iv. Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process; v. not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process; vi. Not obstruct any investigation or audit of a procurement process;

	<p>vii. Disclose conflict of interest, if any; and</p> <p>viii. Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring Entity.</p>
--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Annexure D: PRE-CONTRACT INTEGRITY PACT

<<Fill the attached documents and submit with Rs. 100 Non judicial stamp / e-stamp with seal and authorized signatory sign>>

1. GENERAL

- 1.1 This pre-bid contract Agreement (herein after called the Integrity Pact) is made on day of the month20....., between, the Raipur Smart City Limited acting through Managing Director(Designation of the officer, Department) Raipur Smart City Limited (herein after called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Party, proposes to procure (.....) and M/s represented by Shri/ Ms (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) of the second Party, is willing to offer/has offered.
- 1.2 WHEREAS the BIDDER is a Private Company/Public Company/ Government Undertaking/ Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function as Private Company.

2. OBJECTIVES

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to :-

- 2.1 Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specification by avoiding the high cost and the distort nary of corruption on public procurement, and
- 2.2 Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

- 3.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2 The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.
- 3.3 All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such officials(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same *Prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or Post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

- 4.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing of forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 4.3 The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount

- been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7 The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from tender process.
- 5.2 If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1 Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a DD in favour of
- (ii) A confirmed guarantee by a nationalised/schedule bank promising payment of the guaranteed sum to the (BUYER) on demand as per RFP without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP)

- 6.2 The Earnest Money/Security Deposit shall be valid upto a period as per RFP.
- 6.3 In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

- 7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) To forfeit fully or partially the Earnest Money Deposit (in pre- contract stage) and/or Performance bank Guarantee (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the Performance bank, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to the amount so payable from the money(s) due to the BIDDER.

- (vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.
- (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclose by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife of husband and wholly dependent upon Government servant.

- (xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- 7.2 The decision of the BUYER to the effect that a branch of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this pact.

8. FALL CLAUSE

- 8.1 The BIDDER undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that

similar product/systems or sub system was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT MONITORS

- 9.1 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 9.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 9.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the BUYER.
- 9.6 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

The Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

- 13.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is latter. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 13.2 If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at

..... on

BUYER

BIDDER

Name of the Officer

Designation

Organisation

Witness

Witness

1)

1)

2)

2)

Annexure E: Format of Undertaking for compliance of ESIC provisions

EITHER [Where the entity complied all ESIC provisions]

I/We Mr./Missof <Entity name><Address> hereby certify that I/We am/are the Authorised representative of the entity and acting as <Designation>. Registration number of the entity is

I/We hereby certify that the (name of the bidder) has fully and correctly complied with all the provisions of The Employee's State Insurance Act 1948 till the date of submission of this bid. We also undertake to continue compliance all such provisions of law in future.

I/we hereby certify that the above facts are true to the best of my/our knowledge and belief and I/We understand that (name of the bidder) will be liable for legal prosecution in the event that the above facts are found to be false.

I/We agree that in case of noncompliance/violation under the respective laws covered under the certification, (name of the bidder) will be responsible for any consequences arising as per the provisions of law. The decision of the authority will be final.

I agree to furnish proof of such compliances as and when required by the authority.

Dated this _____ day of _____ 2017

[Signature]

[Company stamp]

[Name] in the capacity of _____, duly authorized to sign bids for and on behalf of _____.

***Undertaking in this case [i.e. Where ESIC provisions has been complied with] shall be given on plain paper**

OR [Where ESIC provisions are not applicable to the entity]*

I/We Mr./Missof <Entity name><Address> hereby certify that I/We am/are the Authorised representative of the entity and acting as <Designation>. Registration number of the entity is

I/We hereby certify that the ESIC provisions are not applicable for the (name of the bidder). I/We undertake to comply fully and correctly all the provisions of The Employee's State Insurance Act 1948 when these become applicable in future.

I/we hereby certify that the above facts are true to the best of my/our knowledge and belief and I/We understand that (name of the bidder will be liable for legal prosecution in the event that the above facts are found to be false.

I/We agree that in case of noncompliance/violation under the respective laws covered under the certification, (name of the bidder will be responsible for any consequences arising as per the provisions of law. The decision of the authority will be final.

I agree to furnish reason of such non-compliances, in writing, as and when required by the authority.

Dated this _____ day of _____ 2017

[Signature]

[Company stamp]

[Name] in the capacity of _____, duly authorized to sign bids for and on behalf of _____.

****Undertaking in this case [i.e. where ESIC provisions are not applicable to the entity] must be given on a RS.100 Non-Judicial Stamp Paper**

Annexure F: Affidavit for Cashless Payment

(On Rs 100 Non-judicial stamp paper, duly notarized)

Myself Mr./Ms _____ the Authorized signatory of M/s _____
who have won the bid for the work Name :-----

-----hereby declare that we shall make Cashless payments to our Employees & we will not hold Raipur Smart City Limited (RSCL) responsible for any non-payment to our employees.

Further we indemnify RSCL in all aspects against any issue arising out of payment to our employees.

Note: This affidavit is required as per Point-6 of the Minutes of meeting (held on 29/11/16) issued by Ministry of Housing and Environment, Government of Chhattisgarh

Authorized Signatory

Sign & Seal

Annexure G: Affidavit

I.....S/o.....Aged.....years.....

.....

(Address.....)

(For and on behalf),do here by and herewith solemnly affirm / state on oath that: -

- 1. All documents and Information's furnished are correct in all respects to the best of my knowledge and belief**
- 2. I have not suppressed or omitted any required/relevant information.**
- 3. I hereby authorize Raipur Smart City Limited (RSCL), Raipur Officials to get all the documents submitted verified from appropriate source(s).**

(.....)

Authorized signatory / for and on behalf of

.....

(Affix seal)

Verification

I.....S/o..... do here by affirm that the contents stated in Para 1 to 3 above are true to the best of my knowledge and believe and are based on my our record.

Verified that this.....Date of2017.;at

(Place).....

Seal of attestation by a public Notary with date

(.....)

Authorized signatory / for and on behalf of

.....

(Affix seal)

**PART D. DRAFT CONTRACT AGREEMENT AND
FORM**

A. Letter of Award

(On Letterhead of Tender Inviting Authority)

LOA No.:

Date:

Tender No.: Date__

Tender Title:

Successful Bidder Name and Address

We are pleased to issue this Letter of Award (“LoA”) in response to your Tender no _____ dated _____ and subsequent negotiations in relation to the “Appointment of Agency for creation of base map using Drone Technology, Image processing and ortho-rectification, Base map preparation with other Additional Services.” as envisaged by the Tender Inviting Authority, under the terms and conditions set forth in your Tender and in the LoI hereof.

The Managing Director (“Tender Inviting Authority”), on behalf of and as authorized by Raipur Smart City Limited, intends to enter into a Contract Agreement with you following this LoA.

The Tender Inviting Authority reserves the right to terminate this LoA or decide not to enter into the Contract Agreement in future, in accordance with the Tender conditions.

You are requested to sign and send us a copy of this LoA as a token of your acceptance within 7 working days.

Yours sincerely,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency:

B.Contract Form: Contract Agreement

This Contract Agreement (the “**Agreement**” or the “**Contract**”) is made and entered into between < **Company Name**> (“Successful Bidder”), having its principal offices at <**Address**>, <**Company Name**>and

< Raipur Smart City Limited > (“RSCL”).

WITNESSETH

WHEREAS, RAIPUR SMART CITY LIMITED desires to undertake the project involving the “Appointment of Agency for creation of base map using Drone Technology, Image processing and ortho-rectification, Base map preparation with other Additional Services.”

WHEREAS, Successful Bidder is engaged in the business of [●];

WHEREAS, the Raipur Smart City Limited is a SPV for Smart City Implementation that select the Successful Bidder, negotiate and sign the Contract, and administer all contractual responsibilities on their behalf;

WHEREAS, Successful Bidder has submitted a response to the Tender Inviting Authority pertaining to the Appointment of Agency for creation of base map using Drone Technology, Image processing and ortho-rectification, Base map preparation with other Additional Services.
; and

WHEREAS, Tender Inviting Authority relying on the Tender submitted by the Successful Bidder and based on the representations made by the Successful Bidder issued Letter of Award to the Successful Bidder and the parties have hence agreed to execute this Contract.

THEREFORE, the parties agree as follows:

The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- Schedule A: Letter of Award
- Schedule B: Key Technical and Financial Schedules
- Schedule C: Conditions of Contract (Section 1 &2)
- Schedule D: Supplementary Information, if any

IN WITNESS HEREOF, the parties below execute this Agreement.

Successful Bidder

Date

RAIPUR SMART CITY LIMITED

Date

ATTACHMENTS:

- Schedule A: Letter of Award
- Schedule B: Key Technical and Financial Schedules
- Schedule C: Conditions of Contract (Section 1 &2)

Schedule D: Supplementary Information, if any

Schedule A. Letter of Award

[Enclose a copy of the Letter of Award and Letter of Tender]

Schedule B. Key Technical and Financial Schedules

SECTION 1. TECHNICAL DETAILS

1. Technical proposal as approved by the Tender Inviting Authority

SECTION 2. FINANCIAL DETAILS

1. Financial Proposal as approved by the Tender Inviting Authority

Schedule C. Conditions of Contract

SECTION-1: GENERAL CONDITIONS OF CONTRACT

A. Contract and Interpretation

4. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) **“Baseline Conditions”** means the conditions prior to implementation of the Project, which will be used as a basis for verification of the actual conditions in the identified zones of the Municipality.
- (b) **“Tender Conditions”** means the Instruction to Bidder, Tender Forms, and Sample Contract and Forms, any minutes of the meetings, addendums thereto or any other document issued in pursuance to the Tender Documents in connection with this Tender.
- (c) **“Contract”** means this Contract Agreement entered into between the Raipur Smart City Limited and the Successful Bidder, together with the Contract Documents and the Letter of Award referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.
- (d) **“Contract Documents”** means the documents listed in Form of Contract Agreement (including any amendments thereto).
- (e) **“Contract Period”** means the period for which this Contract is valid, starting from the date of execution of the Contract and ending on the expiry of the Performance Period. In case of any extension of the Completion Date, the Contract Period shall be equally extended without reducing the Performance Period.
- (f) **“Successful Bidder’s Equipment”** means all facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for using Drone Technology, Image processing and ortho-rectification, Base map preparation with other Additional Services that are to be provided by the Successful Bidder.
- (g) **“Successful Bidder’s Representative”** means any person nominated by the Successful Bidder and approved by the Tender Inviting Authority.
- (h) **“Day”** means calendar day of the Gregorian calendar.
- (i) **“Effective Date”** means the date of fulfilment of all conditions in the Form of Contract Agreement, for the purpose of determining the Completion Date.
- (j) **“CC”** means the Conditions of Contract hereof.
- (k) **“Month”** means calendar month of the Gregorian calendar.
- (l) **“Operational Acceptance”** means the acceptance by Raipur Smart City Limited of the using Drone Technology, Image processing and ortho-rectification, Base map preparation with other Additional Services (or any part thereof), which certifies the Successful Bidder’s fulfilment of the Contract in respect of technical standards.
- (m) **“Tender Scrutiny Committee”** means the committee named in the Tender Data Sheet or as amended by the Tender Inviting Authority from time to time, having authorities as defined there in.
- (n) **“Project Manager”** means the person appointed by the Successful Bidder and named to perform the duties delegated by the Successful Bidder.
- (o) **“Site or Project Area”** means the land and other places upon which Drone Technology, Image processing and ortho-rectification, Base map

preparation with other Additional Services are to be used, and such other land or places as may be specified in the Contract / or as temporarily allocated by the Tender Inviting Authority as forming part of the Site.

- (p) **“Sub-contractor”** shall mean and include vendors and sub-contractors to whom execution of any part of using Drone Technology, Image processing and ortho-rectification, Base map preparation with other Additional Services is sub-contracted by the Successful Bidder, and includes its legal successors or permitted assigns.
- (q) **“Third Party”** means any entity other than the Parties to the Contract.
- (r) **“Completion Date”** means the time period from the date of issue of Letter of Award till the Completion Date including any reasonable extension of time as accepted by Raipur Smart City Limited.
- (s) **“Project”** means Drone based data collection, Image processing and ortho-rectification, Base map preparation with other Additional Services

5. Contract Documents

- 5.1. All documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.
- 5.2. Effectiveness: The Contract shall become effective from date of signing.

6. Interpretation

6.1. Language

- 6.1.1. The ruling language of the Contract shall be English.
- 6.1.2. The language for communications shall be English

6.2. Singular and Plural

The singular shall include the plural and the plural the singular, except where the context otherwise requires.

6.3. Headings

The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.

6.4. Persons

Words importing persons or parties shall include firms, Raipur Smart City Limited and government entities.

6.5. Entire Agreement

The Contract constitutes the entire agreement among the Tender Inviting Authority, Raipur Smart City Limited and Successful Bidder with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) that are not included in the Contract.

6.6. Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, is approved by the Bidder, and is signed by a duly authorized representative of each party hereto.

6.7. Independent Contractor

The Successful Bidder shall be an independent Contractor performing the Contract.

Subject to the provisions of the Contract, the Successful Bidder shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Sub-contractors engaged by the Successful Bidder in connection with the performance of the Contract shall be under the complete control of the Successful Bidder and shall not be deemed to be employees of the Raipur Smart City Limited, and nothing contained in the Contract or in any subcontract awarded by the Successful Bidder shall be construed to create any contractual relationship between any such employees, representatives or Sub-contractors, the Raipur Smart City Limited.

6.8. Non-Waiver

6.8.1. No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

6.8.2. Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

6.9. Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

7. Notices

7.1. Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, airmail post, special courier, cable, telegraph, telex, facsimile or Electronic Data Interchange (EDI) to the address of the relevant party.

7.2. Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.

8. Governing Law

8.1. The Contract shall be governed by and interpreted in accordance with the Indian laws and shall be subject to the jurisdiction of the courts in Raipur.

9. Settlement of Disputes

9.1. Mutual Consultation

9.1.1. If any dispute of any kind whatsoever shall arise between the Tender Inviting Authority/ Raipur Smart City Limited and the Successful Bidder in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Contract—whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation by taking professional opinion from a Third Party.

9.2. Adjudicator

9.2.1. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.

9.3. Arbitration

9.3.1. If either the Tender Inviting Authority or the Successful Bidder is dissatisfied with the Adjudicator's decision give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

9.4. Any dispute in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration.

9.4.1. Arbitration proceedings shall be conducted in accordance with the Indian laws.

9.4.2. The Arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the RSCL and the Successful Bidder. The third arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as presiding arbitrator. In case of failure of the two arbitrators to reach upon a consensus within a period of 30 days from the appointment of the arbitrator, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration.

9.5. Notwithstanding any reference to the Adjudicator or arbitration herein the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

10. Successful Bidder's Responsibilities

10.1. Submission of Project Plan

10.2. Setting out Ground Control points for Drone Survey & scheduling flight plans.

10.3. Completion of Drone Flying and processing of imagery till ortho rectification

10.4. Aerial imagery/lidar data processing and submission

10.5. Preparation of base map and submission

10.6. Survey data integration and Submission of updated base map

10.7. Development of tree census application and integration of attribute of tree data

10.8. Submission of deliverables

10.9. Bidder need to set up a dedicated Project Office in Raipur within 15 days from the date of Agreement

11. Raipur Smart City Limited 's Responsibilities

Raipur Municipal Corporation / Raipur Smart City Limited shall be responsible for

11.1. Review and Approval

11.2. Designated Officer

Raipur Smart City Limited shall designate one of its officials as the Designated Officer for reviewing and approving various project components.

11.3. Information, Education and Communication (IEC) Activities

Raipur Smart City Limited shall carry out necessary information, education and communication activities through various IEC materials viz., pamphlets, posters, street plays, radio jingles, rally, competitions, video films etc.

11.4.NOC/Clearance for Drone Photography

12. Payment

12.1.Raipur Smart City Limited shall pay the price quoted and approved for the Drone Technology, Image processing and ortho-rectification, Base map preparation with other Additional Services as per the payment terms stated in the Tender Documents.

12.2. Raipur Smart City Limited shall be entitled to deduct TDS as per the provisions of the Income Tax Act 1961, as amended from time to time, from the payments made to the Successful Bidder.

13. Performance Security

13.1.The Successful Bidder shall provide the performance securities specified stated in the TENDER DATA SHEET in favor of Raipur Smart City Limited at the time, and in the amount, manner and form specified. The security shall be denominated in Indian Rupees and shall be in one of the forms of bank guarantees provided in the Tender documents, as stipulated by Raipur Smart City Limited.

13.2. In case of extension of the Contract Period, the Successful Bidder shall extend the period of validity of the performance security.

14. Taxes and Duties

14.1. Except as otherwise specifically provided in the Contract, the Successful Bidder shall bear and pay all taxes, duties, levies and charges assessed on the Successful Bidder, its Sub-contractors or their employees by all municipal, state or national government authorities in connection with the Drone Technology, Image processing and ortho-rectification, Base map preparation with other Additional Services

15. Confidential Information

15.1.Raipur Smart City Limited and the Successful Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Successful Bidder may furnish to its Sub-contractor(s) such documents, data and other information it receives from Raipur Smart City Limited to the extent required for the Sub-Contractor(s) to perform its work under the Contract, in which event the Successful Bidder shall obtain from such Sub-Contractor(s) an undertaking of confidentiality similar to that imposed on the Successful Bidder.

15.2. The obligation of a party, however, shall not apply to that information which

- now or hereafter enters the public domain through no fault of that party
- can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto
- otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

15.3. The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the using Drone Technology, Image processing and ortho-rectification, Base map preparation with other Additional Services or any part thereof.

15.4. The provisions of this shall survive termination, for whatever reason, of the Contract.

16. Representatives

16.1. The Successful Bidder shall appoint a Successful Bidder's Representative ("Project Manager") at least a week in advance from the commencement of work, after obtaining prior approval from Raipur Smart City Limited. All notices, instructions, information and other communications given by the Successful Bidder to Raipur Smart City Limited under the Contract shall be given by the Project Manager, except as herein otherwise provided.

17. Staff Safety

The Successful Bidder shall provide the necessary safety gears to its staff etc to facilitate a safe working environment.

18. Emergency Work

18.1. If by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the contract, the Successful Bidder shall immediately carry out such work.

19. Force Majeure

19.1. "Force Majeure" shall mean any event beyond the reasonable control of the Parties, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

- (a) war, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war,
- (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts,
- (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority,
- (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague,
- (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster,
- (f) shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.

19.2. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

- 19.3. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed.
- 19.4. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract.
- 19.5. No delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall constitute a default or breach of the Contract, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- 19.6. If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than fifteen (15) days or an aggregate period of more than thirty(30) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution.

20. Change in Scope of Tender

- 20.1. Raipur Smart City Limited shall have the right to instruct and issue an order from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Project (hereinafter called "Change"), provided that such Change falls within the general scope of the Project and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Project and the technical compatibility of the Change envisaged with the Project as specified in the Contract.
- 20.2. The Successful Bidder may from time to time during its performance of the Contract propose to Raipur Smart City Limited any change that the Successful Bidder considers necessary or desirable to improve the quality, efficiency or safety of using Drone Technology, Image processing and ortho-rectification, Base map preparation with other Additional Services
- 20.3. Changes in the Contract shall not be made without the prior written approval of Raipur Smart City Limited. In case upon the issuance of the order for any change Raipur Smart City Limited in its sole discretion finds it necessary for a change in Completion Date or an increase in the contract price it shall issue written instructions in this regard.
- 20.4. The Tender Inviting Authority, from time to time, may require the Successful Bidder to perform certain additional tasks which may be outside the specified scope of the Tender. The Bidder shall be willing to perform such tasks and claim the costs so incurred along with the subsequent monthly bill.

21. Termination

- 21.1. This Contract may be terminated by either Party as per provisions set out below:

By The Tender Inviting Authority,

- 21.1.1. A "Bidder's Event of Default" means any of the events set out below, unless such event has occurred as a consequence of a default by the Tender Inviting Authority as set out in Clause 21.1.5, a Change in Law or any event of Force Majeure ("Bidder's Event of Default")
 - i. if the Bidder's fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant within thirty (30) days of

- receipt of such notice of suspension or within such further period as the Tender Inviting Authority, may have subsequently granted in writing;
- ii. if the Bidder becomes insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - iii. if the Tender Inviting Authority, in its sole discretion and for any reason whatsoever which reason is required to be recorded in writing, decides to terminate this Contract;
 - iv. if the Bidder has engaged in corrupt, fraudulent, collusive, coercive, undesirable or restrictive practice in bidding for or in subsequently executing the Contract;
 - v. if the Bidder fails to furnish, renew and/or maintain the Performance Security in accordance with this Contract;
 - vi. if the Bidder assigns its rights and obligations under this Contract without the prior written consent of the Tender Inviting Authority ;
 - vii. if any of the Bidder's representations are found to be false and/or misleading; or
 - viii. if the Bidder is in breach of any Applicable Laws.

21.1.2. Without prejudice to other provisions of this Contract, upon the occurrence of Bidder's Event of Default, the Tender Inviting Authority may deliver a notice to the Bidder specifying the nature of the breach and giving a cure period of thirty (30) days to the Bidder to cure the Bidder Event of Default. Provided that, in case of occurrence of a Bidder Event of Default set out in Clauses 21.1.1(ii), 21.1.1(iv), 21.1.1(vii), the Tender Inviting Authority shall have the right to terminate the Contract immediately, without any obligation to provide a cure period.

21.1.3. Subject to Clause 21.1.2, and except in case of the event set out at Clause 21.1.1(iii), if by the end of the cure period, the Bidder has not remedied the Bidder Event of Default or taken steps to remedy the Bidder Event of Default to the satisfaction of the Tender Inviting Authority, then the Tender Inviting Authority shall have the right to issue a termination notice, upon which this Contract shall terminate forthwith.

21.1.4. Notwithstanding anything to the contrary in this Contract, in case of occurrence of a Bidder Event of Default set out in Clauses 21.1.1(i), 21.1.1(iv) to the extent such Bidder Event of Default affects one or more of the Modules but not the entire Contract, the Tender Inviting Authority shall have the right to partially terminate the Contract with respect to the Modules affected by such Bidder Event of Default and not the entire Contract. Such partial termination shall not impact the validity of the Contract or the obligations of the Bidder with regard to the Modules which are not affected by the Bidder Event of Default.

Upon total or partial termination of the Contract for a Bidder Event of Default, the Tender Inviting Authority will have the right to engage a third party consultant to complete the Services or the Modules which have been deleted from the Bidder's scope and the Tender Inviting Authority shall recover the incremental costs incurred by the Tender Inviting Authority in engaging a third party consultant from the Bidder.

By the Bidder,

21.1.5. A "Tender Inviting Authority Event of Default" means any of the following events set out below, unless such event has occurred as a consequence of a default by the Bidder as set out in Clause 21.1.1, a Change in Law or any event of Force Majeure:

- i. if the Tender Inviting Authority fails to pay any undisputed money due to the Bidder pursuant to this Contract within forty five (45) calendar days after receiving written notice from the Bidder that such payment is overdue;
 - ii. if the Tender Inviting Authority is in material breach of its obligations under this Contract and has not remedied the same within forty five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Tender Inviting Authority of the Bidder's notice specifying such breach;
 - iii. if the Tender Inviting Authority becomes insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary; or
 - iv. if the Tender Inviting Authority suspends the performance of the Services for more than sixty (60) days, for reasons not attributable to the Bidder.
- 21.1.6. Without prejudice to other provisions of this Contract, upon the occurrence of a Tender Inviting Authority Event of Default, the Bidder may deliver a notice to the Tender Inviting Authority specifying the nature of the breach and giving a cure period of thirty (30) days to the Tender Inviting Authority to cure the Tender Inviting Authority Event of Default. Provided that, in case of occurrence of a Tender Inviting Authority Event of Default set out in Clauses 21.1.5(iii) or 21.1.5(iv), the Bidder shall have the right to terminate the Contract immediately, without any obligation to provide a cure period.

Notwithstanding anything to the contrary in this Contract, in case of occurrence of a Tender Inviting Authority Event of Default set out in Clauses 21.1.5(i) or 21.1.5(ii), to the extent such Tender Inviting Authority Event of Default affects one or more of the Modules but not the entire Contract, the Bidder will not have a right to terminate the entire Contract for such Tender Inviting Authority Event of Default, but will only have a right to partially terminate the Contract with respect to the Modules affected by such Tender Inviting Authority Event of Default. Such partial termination shall not impact the validity of the Contract or the obligations of the Bidder and the Tender Inviting Authority with regard to the Modules which are not affected by the Tender Inviting Authority Event of Default.

Termination for Force Majeure

- 21.1.7. If a Force Majeure event affecting any Party subsists for a continuous period of one hundred eighty (180) days, Party may issue a notice of termination to the other Party. Upon receipt of this notice, the Parties shall have a period of fifteen (15) days to agree on the manner in which the Contract may be progressed upon cessation of the Force Majeure event and the variations, if any, required to the Contract to address the consequences of the Force Majeure event. If on the expiry of the fifteen (15) day period, the Parties fail to arrive at an agreement, either Party may immediately terminate this Contract by written notice to the other Party.

Notwithstanding anything to the contrary in this Contract, in case of occurrence of a Force Majeure event which affects one or more of the Modules but not the entire Contract, the Contract may be partially terminated with respect to the Modules affected by such Force Majeure event. Such partial termination shall not impact the validity of the Contract or the obligations of the Bidder with regard to the Modules which are not affected by the Force Majeure event.

Cessation of Services:

- 21.1.8. Upon termination of this Contract by either Party , the Bidder shall: (i) immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum; and (ii) transfer to the Tender Inviting Authority all documents, data, programmes, applications, software, equipment etc. developed or acquired by the Tender Inviting Authority for the purposes of performing the Services along with the right to use the Intellectual Property in such documents, data, programmes, applications, software, equipment for this project.

Payment upon Termination

- 21.1.9. Upon termination or partial termination of this Contract for a Bidder Event of Default (except the event set out in Clause 21.1.1(iii) above), the Tender Inviting Authority shall make the following payments to the Bidder:

- i. Remuneration for the duly and satisfactorily completed Deliverables for all Modules or, the terminated Modules, as the case may be, prior to the date of termination, in accordance with Payment Module defined in this document.
- ii. all amounts previously paid to the Bidder under the Contract for all Modules or the terminated Modules, as the case may be;
- iii. all amounts due to the Tender Inviting Authority from the Bidder, including any damages payable by the Bidder to the Tender Inviting Authority in respect of all Modules or the terminated Modules, as the case may be; and
- iv. the incremental cost incurred by the Tender Inviting Authority in engaging a third party to complete all Modules or the terminated Modules, as the case may be.

If the aggregate of (ii), (iii), and (iv) above is: (a) less than (i) above, the Tender Inviting Authority shall pay the differential amount to the Bidder within thirty (30) days of the Bidder raising an invoice for the amount; or (b) more than (i) above, then the Bidder shall pay the differential amount to the Tender Inviting Authority within thirty (30) days of the Tender Inviting Authority raising an invoice for the amount, failing which the Tender Inviting Authority may invoke the Performance Security to recover such amounts.

- 21.1.10. Upon termination or partial termination of this Contract for a Tender Inviting Authority Event of Default, a Force Majeure event or for the event set out in Clause 21.1.1(iii) above, the Tender Inviting Authority shall make the following payments to the Bidder:

- i. Remuneration for the duly and satisfactorily completed Deliverables for all Modules or terminated Modules, as the case may be, prior to the date of termination, in accordance with Payment Module and
- ii. if the Contract is terminated for a Tender Inviting Authority Event of Default or for the event set out in Clause 21.1.1
- iii. any Breakage Costs reasonably incurred by the Bidder as a direct result of termination or partial termination of the Contract; less all amounts previously

paid to the Bidder under the Contract for all Modules or terminated Modules, as the case may be;

- iv. all amounts due to the Tender Inviting Authority from the Bidder, including any damages payable by the Bidder to the Tender Inviting Authority in respect of all Modules or the terminated Modules, as the case may be. The Tender Inviting Authority shall pay the termination compensation specified in this Clause 21.1.11 to the Bidder within thirty (30) days of the Bidder raising an invoice for that amount.

22. Assignment

- 22.1. The Successful Bidder shall, without the express prior written consent of the other party (which consent shall not be unreasonably withheld), assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or there under, except that the Successful Bidder shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.
- 22.2. Any transfer, sale or merger of the selected firm or acquisition by other firm with/without liabilities that may affect the contract directly and indirectly shall not be allowed. Similarly the Successful Bidder cannot authorize anybody else other than the one indicated herein to receive payment as agreed upon for the duties performed under this contract.

23. Indemnities

- 23.1. The Successful Bidder and Raipur Smart City Limited shall indemnify, defend and hold each other harmless from any and all claims, actions cost, expenses, damages and liabilities including the attorney's fees, arising out of connected with or resulting from sole negligence or willful misconduct of that party's employees or agents.
- 23.2. However neither Party shall indemnify the other against the claims, damages, expenses or liabilities resulting from alleged, claimed or concurrent negligence or misconduct of the other party.
- 23.3. The Successful Bidder shall have sole control of the defence of any action on such claim and all negotiations for its settlement or compromise
- 23.4. The Successful Bidder shall be responsible for damages or injury caused by the Successful Bidder agents and employees in the course of their employment to the extent that the Successful Bidder's liability for such damage or injury has been determined by a court or tribunal or otherwise agreed to by the Successful Bidder, and the Successful Bidder shall pay for such damages and injury to the extent permitted by prevailing laws in India.

24. Representations

- 24.1. Each Party warrants and represents to the other that:
 - (a) It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, necessary to execute and deliver this Contract and to perform its obligations;
 - (b) Its execution, delivery, and performance of this Contract has been duly authorized by, and is in accordance with, and this Contract has been duly executed and delivered for it by the signatories and constitutes its legal valid and binding obligation;

- (c) Its execution, delivery, and performance of this Contract will not result in a breach or violation of or constitute a default under any agreement, lease, or instrument to which it is a party or by which it or its properties may be bound to be affected; and
- (d) It has received no notice, nor to the best of its knowledge is there pending or threatened any notice, decree, award, permit, or order that would materially adversely affect its ability to perform hereunder.

25. Change in law

- 25.1. Upon notification by the Successful Bidder as aforesaid, the Parties shall meet as soon as reasonably practicable as but not later than 30 (thirty) days and agree on amendments to the rates to implement the foregoing.
- 25.2. Provided that if no contract is reached as aforesaid by the Parties within 60 (sixty) days of the meeting pursuant to this Clause the Successful Bidder may by notice in writing require Raipur Smart City Limited to pay in an amount that would put the Contractor in the same financial position it would have occupied had there been no such change in Law resulting in reduction in net after tax return as aforesaid.
- 25.3. If Raipur Smart City Limited or the Successful Bidder shall dispute the quantum of such compensation claims of the Successful Bidder or Raipur Smart City Limited, the same shall be finally settled in accordance with the Dispute Resolution Procedure.

SECTION 2: TERMS AND CONDITIONS

GENERAL PROVISIONS

1. Project site access

Raipur Smart City Limited shall provide access to the premises for Successful Bidder and its sub-contractors during regular business hours, or such other hours as may be requested by Successful Bidder and acceptable to Raipur Smart City Limited, to install, maintain or operate the assets.

2. Changed or Unusual Conditions

If an unexpected condition at the work site is encountered, the Tender Inviting Authority may, in its discretion, issue a Modification and modify the scope of existing contract with the Successful Bidder, including such equitable adjustment as may be agreed upon between the parties.

3. Extension of Time

In case the work is delayed by:

- a. Force Majeure, or
- b. Abnormally bad weather
- c. Serious loss or damage by fire, or
- d. Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- e. Any other cause, which, in the absolute discretion of the Tender Inviting Authority

Then upon the happening of any such above mentioned event causing delay, the Successful Bidder shall immediately give notice in writing to the contracting officer and may request for the extension of time on that account. The Successful Bidder may also, if predictable, indicate the period for which extension is desired.

The Tender Inviting Authority may give a fair and reasonable extension of Completion Date of the work, and the decision of the Tender Inviting Authority in this regard shall be final and binding upon the Successful Bidder.

4. Compliance with Labour Regulations

The Successful Bidder shall abide by all existing and future labour enactments and rules made thereunder, regulations, notifications and bye-laws of the State or Central Government or local authority and any other labour law.