



**GOVERNMENT OF ANDHRAPRADESH**

**REQUEST FOR**

**PROPOSAL**

**HIRING OF DRONE SERVICES FOR LARGE SCALE  
MAPPING IN URBAN LOCAL BODIES FOR  
GENERATION AND SUPPLY OF ORI IN THE STATE OF  
ANDHRAPRADESH UNDER RESURVEY PROJECT**

**VISHAKAPATNAMREGION (3<sup>rd</sup> Call)**

Issued By:

Commissioner & Director of Municipal Administration, Vaddeswaram Village Mangalgiri,  
Andhra Pradesh, India.

PinCode: 522502.

Telephone: 08645-277727; E-mail: cdma\_ap@cdma.gov.in

**Ref:Lr.No.:MAU02-11022 / 8/ 2022-K SEC-CDMA, date: 02-01-2023**

## **NOTICE INVITING TENDER**

RC. No.: **MAU02-11022 / 8/ 2022-3 K SEC-CDMA,**

Date: 02-01-2023

1. Government of Andhra Pradesh have approved to take up Resurvey under “YSR Jagananna Shaswata Bhu Hakku mariyu Bhu Raksha Pathakam” in the entire State utilizing modern technology vide G.O.Ms.No.352, dated 17-11-2020 of Revenue (Lands IV) Department.
2. The Commissioner & Director of Municipal Administration, Vaddeswaram invites bids from eligible bidders for supply of following services listed below:

Item No.	Description of Services	No. of Urban Local Bodies/Area (in Sq. Km)	Bid Security/EMD
1.	FOR HIRING OF DRONE SERVICES FOR LARGE SCALE MAPPING OF ALL URBAN LOCAL BODIES IN THE STATE OF ANDHRA PRADESH UNDER RESURVEY PROJECT	14 ULBs in Vishakhapatnam Region covering area 1021 sq.km (Approx.)	<b>Rs. 1.50 Lakhs</b>

*#Final area shape file will be provided to the Service Provider at the time of award.*

3. Bidding shall be conducted through AP e-procurement as per the norms in compliance with the Reverse Tender Process as provided in G.O.Ms.No.67 (WR-R), dt.16-08-2019 & G.O.Ms.No.50 (WR-R) dt.15.10.2020 and any further Government orders with reference thereto.”
  4. Interested eligible Bidders may obtain further information from the TIA at the address given above during office hours from 10:30 AM to 5:00 PM on any working day.
  5. The bid document is available online and bids are to be submitted online through the e-procurement portal <https://tender.approcurement.gov.in/> Bids submitted in any other manner will Not be accepted.
- (a) Price of Bidding document : Rs.10,000/- (non-refundable) Demand draft in favor of Commissioner and Director of Municipal Administration, Vaddeswaram, Mangalgiri.
- (a) Date of downloading tender Document : 02.01.2023@3.00PM
- (b) Date of Pre Bid Meeting for clarifications : NA
- (c) Last date and time for receipt of bids : 10.01.2023@5.00PM
- (d) Time and date of opening of Bids-Technical : [11.01.2023@3.30PM](#)
- (e) Time and date of Reverse Auction : will be intimated later
- (f) Time and date of Financial bid opening : will be intimated later
- Address for communication : O/o The C&DMA, 4<sup>th</sup> Floor, Prime hill Crest, Vaddeswaram Village, Mangalagiri-522502, AP.

6. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of Andhra Pradesh for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: <https://tender.apecurement.gov.in/>

7. The bidders are required to submit (a)EMD/original Bid security in approved form and(b) original affidavit regarding correctness of information furnished with bid document with CDMA, AP, Vaddeswaram before the opening of the Technical part of the bid given above, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. EMD/ Bid security for an amount of Rs. 1.50 lakhs (Rupees one lakh fifty thousand only) can be paid by BG/DD in favor of Commissioner & Director of Municipal Administration. (G.O.Rt.No.266F(HR-V-TFR-A&N-EWF) Dept.,dt.15-02-2021])

- MSME/startups shall furnish EMD of Rs.50,000/- (Rupees fifty thousand only) can be paid by BG/DD in favor of Commissioner & Director of Municipal Administration, Vaddeswaram.

8. A pre-bid meeting will be held: **No.**

9. Other details can be seen in the bidding document. The Service Consumer/Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Service Consumer/Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

Seal of Office & Address:

Seal of Office& Address:  
The C&DMA  
4<sup>th</sup> Floor, Prime hill Crest, Vaddeswaram.  
Village, Mangalagiri-522502, AP.

## Critical date sheet and time

Sl. No.	Activity	Start Date	Time
1	Bid Document Download Start date	02-01-2023	3.00 PM
2	Pre-Bid Meeting	NA	NA
3	Pre-Bid Meeting place and address	NA	NA
4	Bid submission start date and time	02-01-2023	3.00 PM
5	Bid submission closing date and time	10-01-2023	05.00PM
6	Time and date of Reverse Tendering	Date, time & place shall be communicated later.	
7	Time and date of Financial bid opening	Date, time & place shall be communicated later.	
8	Field testing/Technical demonstration <sup>1</sup>	Date, time & place shall be communicated later.	

<sup>1</sup>Referto ITB1.1 “Definitions” under Section-II of RFP

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# PART 1 –REQUEST FOR BIDS SECTION I – INSTRUCTIONS TO BIDDERS [ITB]

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## Section I. Instructions to Bidders

	A. General
<b>1. Scope of Bid</b>	<p>1.1 The Service Consumer/Employer indicated in the Addition to Instructions to Bidder (AITB), issues these Bidding Documents for the hiring of Drones and connected equipment and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name, identification and number of lots (contracts) of this OPEN TENDER ENQUIRY (OTE) procurement services are specified in the AITB.</p> <p>1.2 Throughout these Bidding Documents: The term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex, including if specified in the AITB, distributed or received through the electronic-procurement system used by the Service Consumer/Employer) with proof of receipt; if the context so requires, “singular” means “plural” and vice versa; and “day” means calendar day.</p> <p><b>Note:</b> In the RFP at page-5, Table of Contents, part.1-Request for Bids, Section-1, ITB &amp; Section-2, AITB are to be read together despite separately mentioned as common instructions applicable in all respects for the NIT.</p>
<b>2. Source of Funds</b>	The Govt. of Andhra Pradesh shall release the funds towards the cost of the Project.
<b>3. Corrupt &amp; Fraudulent Practices</b>	<p>3.1 It is the Government of AP (GoAP) policy to require that the highest standards of ethics are observed during the procurement and execution of contracts. In pursuance of this policy, the officials of Procuring Entities and the bidders / suppliers/ contractors/ sub- contractors/consultants/ service-providers involved in procurement process must abide by the Code of Integrity for Public Procurement (CIPP).</p> <p>3.2 Code of Integrity for Public Procurement: Procuring authorities as well as bidders, suppliers, contractors and consultants/contractor should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:</p> <p>i. “Corrupt practice”: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;</p> <p>“Fraudulent practice”: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;</p> <p>ii. “Anti-competitive practice”: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act,2002, between two or more bidders, with or without</p>



	<p>the knowledge of the Procuring Entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non- competitive levels;</p> <p>iii. “Coercive practice”: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;</p> <p>iv. “Conflict of interest”: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and</p> <p>v. “Obstructive practice”: materially impede the Procuring Entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity’s rights of audit or access to information;</p> <p>3.3 The bidders shall submit, as part of Bidding Document, assigned declaration to the effect that they shall abide by the Code of Integrity for Public Procurement in Letter of Bid-Technical Part at Section IV (Bidding Forms).</p> <p>3.4 Without prejudice to and in addition to the rights of the Service Consumer/Employer to other penal provisions as per the bid documents or contract, if the Service Consumer/Employer comes to a conclusion that a (prospective) bidder (including members of Joint Venture/ Sub- Contractor)/ contractor/ supplier/ consultant/ service- provider, directly or through an agent, has violated this Code of Integrity in competing for the contract or in executing a contract, the Service Consumer/Employer may take appropriate measures including one or more of the following:</p> <p>i) <u>If their bids are under consideration in any procurement,</u></p> <p>a) forfeiture or encashment of bid security;</p> <p>b) calling off of any pre-contract negotiations; and</p>
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	<p>c) rejection and exclusion of the bidder from the procurement process.</p> <p>ii) <u>If a contract has already been awarded,</u></p> <p>a) cancellation of the relevant contract and recovery of compensation for loss incurred, by the Service Consumer/ Employer;</p> <p>b) forfeiture or encashment of any other security or bond relating to the procurement;</p> <p>c) recovery of payments made by the Procuring Entity along with interest thereon at the prevailing rate;</p> <p>iii) <u>Provisions in addition to above,</u></p> <p>a) removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the Procuring Entity for a period not less than one year;</p> <p>b) in case of anti-competitive practices, information for further processing may be filed by the Service Consumer/Employer, with the Competition Commission of India;</p> <p>c) initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.</p> <p>3.5 Furthermore, Bidders shall be aware of the provision stated in Clause 3 of the General Conditions of Contract.</p>
<b>4. Eligible Bidders</b>	<p>41 All bidders shall provide in Section IV, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the SERVICE CONSUMER/Employer to provide Consultant Services for the preparation or supervision of the procurement, and any of its affiliates, shall not be eligible to bid.</p> <p>42 Bidders and its OEM shall not be under Ban/Blacklisting/Debarment for corrupt and fraudulent practices or for lack in performance by any Government/Semi-Government entity or contract government department or any Government entity or any PSU in India.</p> <p><b>43</b></p> <p>i. <i><b>The Bidder must be either individual or a company or other entity,</b></i></p>

*including either Joint Venture or Consortium to a maximum of 3-Partners and among them any one can be either individual or a company or a registered partnership firm even and subject to the condition of the Joint Venture/ Consortium shall form into an unlimited registered partnership firm with names and description of all such partners should reflect with the Registrar of Firms. If by the time of submission of bid the Joint Venture/Consortium not already registered as unlimited partnership firm supra, subject to written undertaking by all partners concerned to register and furnish the particulars before entering into the contract from Letter of Acceptance, same can be accepted. In the written undertaking it must also be mentioned that none of them are disqualified either by black listing in any government contract within India nor involved in any criminal cases and no any insolvency or bankruptcy proceedings pending against them. In case of non-compliance the EMD is liable to be forfeited and other Civil and Criminal legal recourse being taken.*

*ii. The Bidder shall have the capabilities to deliver the entire scope of the project as mentioned in the RFP*

*iii. Each bidder shall submit only one bid for the district package either individually or as an entity detailed supra and no member of any entity detailed supra can bid again as individually or member of another entity.*

*iv. The bidder should have Certificate of Incorporation/ Registration under companies Act, 1956/2013/Indian Partnership Act 1932 / or any other suitable proof of identity and legal status.*

*v. The Consortium /J.V. Agreement should clearly exhibit the responsibilities of each of the members. The Lead Member shall have 51% and the others at least 20% each to make 100% eligibility criteria. The non-lead member shall execute a Power of Attorney in favor of the Lead Member authorizing the Lead Member to conduct all business for and on behalf of the Consortium/J.V. during (a) Tendering process and (b) execution and for successful performance of the Service Contract including Defect Liability in case of award of the project.*

*vi. All the Consortium /J.V. Partners shall execute a Power of Attorney in favor of one of its officers to be the Authorized Signatory for signing the Bid Documents and also to undertake all other acts and deeds on the behalf of the Consortium /J.V. in connection with the Bid and the Contract*

*vii. The Consortium /J.V. Agreement should contain a clause that in case the project is awarded, the agreement / deed is irrevocable by any one or all the members together until 3 months after completion of contract period including for defect liability. In case of Extension of time granted by the Employer/Service Consumer, the deed is also deemed to be extended*

*for the period of such extension granted by the employer and that it is irrevocable until 3 months after the completion of the extended periods and the defect liability period.*

*viii. The Consortium /J.V. Agreement should also include Consortium /J.V. members to agree that the above undertaking to be without any prejudice to the various liabilities of the members of the Consortium /J.V.(Contractor) including the performance security deposit as well as all the other obligations for successful completion of the contract. The Consortium /J.V. members are jointly and severally responsible for all Contractual obligations till completion of contract and for any defect liability during the contract period plus 3 months, irrespective of the share proportions of the Consortium /J.V. partners.*

*ix. In case of Consortium /J.V., in meeting the requirement of eligibility criteria the experience of each of the members of Consortium /J.V. shall be added together to arrive the combined eligibility of the Consortium /J.V. to determine the bidders compliance. Regarding available bid capacity, in case of Consortium /J.V., the bid capacity of each of the members of Consortium /J.V. shall be added together to arrive the combined Bid capacity.*

*x. Change in composition of Consortium / J.V. is not permitted after submission of bids.*

*xi. In case any member of a Consortium /J.V. bids either in individual capacity or as Partner of the firm / Director/ MD of a company or as a member of another Consortium /J.V. bids for same work, all such bidders will be disqualified.*

*xii. Foreign Companies/ Firms/ Entities/ Individuals are not eligible for participating in the bid even as a Consortium / J.V. partner.*

*xiii. All power of attorneys referred supra and any such or similar authorization shall be by a duly stamped and registered or notarized one under the Indian Laws and if it was executed at abroad to be attested and processed through the office of Embassy and stamped under Indian laws.*

*xiv. Further, wherever the description of bidder requires to refer it reflects the above description including in referring to consortium as consortium/joint venture at all other pages, paras, forms, schedules and formats etc.,*

*xv. The bidder referred supra is the Service Provider of the contract.*

4.4 The Bidder either Individual or other legal entity like JV or

	<p>Consortium or Partnership or even any member of the JV/Consortium/partnership applied for or availed corporate debt restructuring/strategic debt restructuring and not cleared the loan for more than six years/whether DRT/NCLT proceedings pending or not, is not eligible to participate in the bid.</p> <p>4.5 Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.</p> <p>4.6 <b>The defaulter agency/ agencies awarded in 1<sup>st</sup> call of the tenders and the agencies awarded for other 3 (three) regions are not eligible in participating in the present bidding.</b></p>
<b>5. No. of Bids per Bidder</b>	5 Only one Bidder or with JV may be allowed to participate in bidding by complying with required eligibility criteria.
	<b>B. Contents of Bidding Document</b>
<b>6. Sections of Bidding Documents</b>	<p>6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below</p> <p><b>PART 1 Bidding Procedures</b>  Section I. Instructions to Bidders (ITB)  Section II. Addition to Instruction to Bidder (AITB)  Section III. Evaluation and Qualification Criteria  Section IV. Bidding Forms</p> <p><b>PART 2 Supply Requirements</b>  Section V. Schedule of Requirements</p> <p><b>PART 3 Contract</b>  Section VI. General Conditions of Contract (GCC)  Section VII. Special Conditions of Contract (SCC)  Section VIII. Contract Forms</p> <p>62 The NOTICE INVITING BIDS issued by the Service Consumer/Employer is not part of the Bidding Document.</p> <p>63 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.</p>
<b>7. Clarification of Bidding Documents</b>	7.1 The electronic bidding system specified in the AITB provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Service Consumer/ Employer through official email. Clarifications requested through any other mode shall not be considered by the Service Consumer/ Employer. The Service Consumer will respond to any request for clarification, provided that such request is received no later than the specified date & time prior to the deadline for

	<p>submission of bids. Description of clarification sought and the response of the Service Consumer shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Service Consumer deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document.</p> <p>7.2 At any time prior to the dead line for submission of bids, the Service Consumer/ Employer may amend the Bidding Documents by issuing addendum/ corrigendum/ clarification. The addendum /corrigendum /clarification shall appear on the e-procurement system and notification may be sent to the bidders through email.</p> <p>7.3 Any addendum/ corrigendum/ clarification thus issued shall be part of the Bid Documents and shall be deemed to have been communicated to all the bidders</p> <p>7.4 The Service Consumer/ Employer at his discretion ,may extend the deadline for the submission of bids in respect of issued addendum/ corrigendum/ clarification, if required.</p>
	<b>C. Preparation of Bids</b>
<b>8. Cost of Bidding</b>	<p>8.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Service Consumer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p> <p>The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.</p>
<b>9. Language of Bid</b>	<p>9.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Service Consumer, shall be written in English language only. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language only, in which case, for purposes of interpretation of the Bid, such translation shall govern.</p>
<b>10. Documents Comprising the Bid</b>	<p>10.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.</p> <p>10.2 <b>The Technical Part</b> shall contain the following:</p> <ul style="list-style-type: none"> <li>a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;</li> <li>b) Bid Security, in accordance with ITB Clause 19.1, if required;</li> <li>c) Alternative bids– Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;</li> </ul>

	<p>d) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;</p> <p>e) Documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;</p> <p>f) Documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;</p> <p>g) Documentary evidence in accordance with ITB Clauses 16, that the Services conform to the Bidding Documents; and</p> <p>h) Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.</p> <p>i) Any other document <b>required in the AITB.</b></p> <p>10.3 The <b>Financial Part</b> shall contain the following:</p> <p>a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;</p> <p>b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;</p> <p>c) Alternative Bid - Financial Part; if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and</p> <p>d) Any other document required in the AITB.</p> <p>10.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.</p> <p>10.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.</p>
<p><b>11. Process of Bid Submission</b></p>	<p>11.1 The Letter of Bid – technical Part, Letter of Bid – Financial Part and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.</p> <p>11.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on A P e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website <a href="https://tender.apeprocurement.gov.in/">https:// tender. apeprocurement. gov. in/</a></p>

	<p>11.3 Submission of Original Documents: As provided in G.O.Ms.No.67 (WR-R), dt.16-08-2019 &amp; G.O.Ms.No.50 (WR-R) dt.15.10.2020, referring to the Memos in ICD01- COOR0MISC/86/reforms/2019, dt.12.12.2019 &amp; ICD01- COOR0MISC/ 22/2020/reforms, dt.27.03.2020; Submission of hard copies is optional, however, for hard copies not mandatory, the scanned copy of the hard copy with a due authenticity has to be uploaded as a soft copy and further the bidder/s shall furnish a declaration online stating that the soft copies uploaded by them are all genuine. Any incorrectness/deviation noticed will be viewed seriously and apart from cancelling of the Tender and forfeiting the EMD, criminal action will be initiated including suspension from participating in the tenders / blacklisting and the like.</p> <p>If any bidder fails to submit the original hard copies of uploaded certificates / documents, Online Payment receipts / BG towards EMD within the stipulated time (at the time of Reverse Tender Process) or if any variation is noticed between the uploaded documents and the original hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-Procurement platform for a period of 3 years besides forfeiting the EMD and also be blacklisted. The e-Procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger / recommendation by the tender Inviting Authority in the system. Besides this, the Department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government. The information to this extent will be displayed in the e- procurement platform website.</p> <p>Wherever hard copies used in the reference it is to be mentioned as if hard copy has chosen to be submitted for being optional.</p>
<b>12. Alternative Bids</b>	(Not applicable)
<b>13. Bid Prices and Discounts</b>	<p>13.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below:</p> <p>13.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.</p> <p>13.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.</p> <p>13.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.</p> <p>13.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any</p>



	<p>account, <b>unless otherwise specified in the AITB</b>. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the AITB, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.</p> <p>13.6 If so, specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise <b>specified in the AITB</b>, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.</p> <p>13.7 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the locations of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the locations of required Services and its surroundings shall be at the Bidder's own expense.</p> <p>13.8 Prices shall be quoted in excel sheet available with Bid document on AP E-PROCUREMENT portal as specified in the Price Schedule included in Section IV, Bidding Forms. Prices shall be entered in the following manner:</p>
	<p>i Bidder shall fill in rates and prices for all items of the Services described in the Specifications, and listed in the Activity Schedule in Section V, Schedule of Requirements. Items for which no rate or price is entered by the Bidder will not be paid for by the SERVICE CONSUMER when executed and shall be deemed covered by the other rates and prices in the Activity Schedule</p> <p>ii All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date of the deadline for submission of Bids, shall be included in the total Bid price submitted by the Bidder.</p> <p><b>13.9 Deemed Exemption Benefits</b> Bidders may like to ascertain availability of tax/duty exemption benefits, if any. They are solely responsible for obtaining such benefits, which they</p>

	<p>have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Service Consumer/Employer will not compensate the bidder.</p> <p>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of Andhra Pradesh's relevant Notification along with its bid as proforma stipulated in Section IV Bidding Forms.</p> <p>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Service Consumer/Employer will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection.</p>
<b>14. Currencies of Bid &amp; Payment</b>	14.1 The Bidder shall quote the Price in Indian Rupees only.
<b>15. Documents Establishing the Eligibility and conformity of the Services</b>	<p>15.1 To establish the conformity of the Non-Consulting Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in Section V, Schedule of Requirements.</p> <p>15.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the SERVICE CONSUMER's/Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V, Schedule of Requirements.</p>
<b>16. Documents Establishing the Eligibility &amp; Qualifications of the Bidder</b>	<p>16.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms.</p> <p>16.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Service Consumer's satisfaction: that the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification;</p> <p>16.3 All Bidder shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology work plan and schedule</p>
<b>17. Period of Validity of Bids</b>	17.1 Bids shall remain valid for the period <b>specified in the AITB</b> after the bid submission deadline date prescribed by the Service Consumer in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Service Consumer as non- responsive.

	<p>17.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Service Consumer may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause</p>
<b>18. Bid Security</b>	<p>18.1 The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as <b>specified in the AITB</b>.</p> <p>18.2 The Bid Security shall be in the amount <b>specified in the AITB</b> and denominated in Indian Rupees or a freely convertible currency, and shall:</p> <ul style="list-style-type: none"> <li>(a) at the bidder's option, be in the form of either Demand Draft or a bank guarantee from a Nationalized/Scheduled Bank in India, or another security specified <b>in the AITB</b>;</li> <li>(b) be substantially in accordance with one of the forms of Bid Security (BG) included in Section IV, Bidding Forms, or other form approved by the Service Consumer prior to bid submission;</li> <li>(c) be payable promptly upon written demand by the Service Consumer in case the conditions listed in ITB Clause 19.7 are invoked;</li> <li>(d) be submitted in its original form; copies will not be accepted;</li> <li>(e) Remain valid for a period of 60 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.</li> </ul> <p>18.3 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Service Consumer/Employer as non-responsive.</p> <p>18.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.</p> <p>18.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.</p> <p>18.6 The Bid Security may be forfeited:</p> <ul style="list-style-type: none"> <li>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2; OR</li> <li>(i) does not accept the correction of errors in pursuant to ITB 35,</li> </ul>

	<p style="text-align: center;">OR</p> <p>(b) if the successful Bidder fails to:</p> <p>(i) sign the Contract in accordance with ITB Clause 43; or</p> <p>(ii) Furnish a Performance Security in accordance with ITB Clause 44.</p> <p>18.7 If a bid security is <b>not required in the AITB</b>, and</p> <p>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or</p> <p>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;</p> <p>(c) if the Service Consumer comes to a conclusion that a (prospective) bidder (including members of Joint Venture/contractor/supplier/consultant/service Provider, directly or through an agent, has violated this Code of Integrity in completing the contract.</p> <p>The SERVICE CONSUMER/EMPLOYER may, <b>if provided for in the AITB</b>, declare the Bidder ineligible to be awarded a contract and will be suspended for the period of time <b>as stated in AITB</b> in from being eligible to submit Bids/Proposals for contract with the Procuring Entity.</p>
<b>19 Format and Signing of Bid</b>	<p>19.1 The Bidder shall prepare the Bid as per details given in ITB</p> <p>19.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation <b>as specified in the AITB</b> and shall be uploaded along with the bid.</p> <p>19.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.</p> <p>19.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal.</p>
<b>20 Non-disclosure of Confidential Data</b>	<p>The service provider shall not retain, disclose or use any information or data collected in this project for any personal or commercial activities. The Bidder shall submit Declaration form for undertaking Non-disclosure of confidential data as mentioned in Clause 7 of Section IV Bidding Forms.</p>
	<b>D. Online Submission of Bids</b>
<b>21 Preparation of Bids</b>	<p>21.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in AITB 7.1. Detailed guidelines for viewing bids and submission of online bids are given on the website. The NOTICE INVITING BIDS under this Project is published on this website.</p>

	<p>Any citizen or prospective bidder can logon to this website and view the NOTICE INVITING BIDS and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) obtained from any authorized certifying agency of Government of Andhra Pradesh (for class of DSC <b>specified in AITB</b>). The bidder should register in the website (AP e- procurement) <a href="https://apecurement.gov.in/">https:// apecurement.gov.in/</a> using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e- token &amp; the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid; otherwise, the bid will be rejected.</p> <p>21.2 The completed bid comprising of documents indicated in ITB 11, should be uploaded on the AP e-procurement portal along with scanned copies of requisite certificates as a pre mentioned in different sections in the bidding document and scanned copy of the bid security.</p> <p>21.3 All the documents are required to be signed digitally by the bidder. After electronic on-line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.</p> <p>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive.</p>
<b>22 Deadline for Submission of Bids</b>	<p>22.1 Bids must be uploaded online no later than the date and time <b>specified in the AITB</b>.</p> <p>The Service Consumer/Employer may, at its discretion, extend the deadline for the submission of bids, in which case all rights and obligations of the Service Consumer/Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
<b>23 Late Bids</b>	<p>23.1 The electronic bidding system would not allow any late submission of bids after due date &amp; time.</p>
<b>24 Withdrawal, Substitution, and Modification of Bids</b>	<p><b>24.1</b> Bidders may modify their bids by using appropriate option for bid modification on the AP e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re- submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw</p>

	<p>his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed <b>if specified in AITB</b>).</p> <p><b>242</b> Bids requested to be withdrawn in accordance with ITB Sub- Clause 24.1 shall not be opened.</p> <p><b>243</b> No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part) or any extension thereof.</p>
<b>25 Public Opening of Technical Parts of Bids</b>	<p><b>25.1</b> The Service Consumer/Employer shall open Technical Parts of all bids received by the deadline, at the date, time and place specified in the NIT, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Service Consumer/Employer may consider appropriate will be notified online as Technical Part bid opening summary. In the event of the specified date of bid opening being declared a holiday for the Service Consumer/ Employer, the bids will be opened at the appointed time and location on the next working day.</p> <p><b>25.2</b> The electronic summary of the bid opening will be generated and uploaded online. The Service Consumer/ Employer will also prepare minutes of the Bid opening. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation.</p>
	<b>E. Evaluation of Bids – General Provisions</b>
<b>26 Confidentiality</b>	<p><b>261</b> Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.</p> <p><b>262</b> Any effort by a Bidder to influence the Service Consumer in the examination, evaluation, comparison, and post- qualification of the bids or contract award decisions may result in the rejection of its Bid.</p> <p><b>263</b> Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Service Consumer on any matter related to the bidding process, it should do so in</p>

	writing.
<b>27 Clarification of Bids</b>	<p>27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Service Consumer may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices in the Activity Schedule, and other information that the SERVICE CONSUMER/EMPLOYER may require. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Service Consumer shall not be considered. The Service Consumer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Service Consumer/employer in the Evaluation of the bids, in accordance with ITB Clause 35.</p> <p>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Service Consumer's request for clarification, its bid will be rejected.</p>
<b>28 Deviations, Reservations, Omissions</b>	<p>28.1 During the evaluation of bids, the following definitions apply:</p> <ul style="list-style-type: none"> <li>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;</li> <li>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and</li> <li>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.</li> </ul>
<b>29 Non conformities, Errors and Omissions</b>	<p>29.1 Provided that a Bid is substantially responsive, the Service Consumer may waive any nonconformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.</p> <p>29.2 Provided that a Bid is substantially responsive, the Service Consumer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>29.3 Provided that a Bid is substantially responsive, the Service Consumer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the AITB.</p>
<b>30 Evaluation of</b>	30.1 In evaluating the Technical Parts of each Bid, the Service Consumer

<b>Technical Parts</b>	shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.
<b>31 Determination of Responsiveness</b>	<p>31.1 The Service Consumer's/Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB11.</p> <p>31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> <li>(a) If accepted, would affect in any substantially way the scope, quality, or performance of the Non- Consulting Services specified in the Contract; or</li> <li>(b) limit in any substantial way, inconsistent with the Bidding Documents, the Service Consumer's/Employer's rights or the Bidder's obligations under the Contract; or</li> <li>(c) If rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.</li> </ul> <p>31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non- responsive.</p> <p>31.2.2 The Service Consumer/Employer shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.</p> <p>31.2.3 The Service Consumer/Employer shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 3.9). Correction of Defects and Lack of Performance Penalty (GCC Clause 7.1), Force Majeure (Clause 2.5), Applicable law (GCC Clause 1.2) and Taxes &amp; Duties (GCC Clause 1.8) will be deemed to be a material deviation. The Service Consumer's/ Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.</p> <p>31.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Service Consumer/ Employer and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
<b>32 Qualification of the</b>	321 The Service Consumer/ Employer shall determine, to its satisfaction,



<b>Bidders</b>	<p>whether all eligible Bidders, who's Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.</p> <p>322 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.</p> <p>323 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Service Consumer/ Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p> <p>324 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening</p>
<b>33 Public Opening of Financial Parts</b>	<p>331 Following the completion of the evaluation of the Technical Parts of the Bids, and approval of Competent authority, the Service Consumer/ Employer shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:</p> <ul style="list-style-type: none"> <li>(a) their Technical Part of Bid failed to meet the requirements of the bidding document;</li> <li>(b) their Financial Part of the Bid shall not be opened; and</li> <li>(c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.</li> </ul> <p>332 The Service Consumer/ Employer shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:</p> <ul style="list-style-type: none"> <li>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;</li> <li>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts; Notify them of the date and time of the second public opening of the Financial Parts of the Bids, as <b>specified in the AITB</b>.</li> </ul>

	<p>333 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Service Consumer/ Employer may consider appropriate will be notified online by the Service Consumer/ Employer at the time of bid opening.</p> <p>In the event of the specified date of bid opening being declared a holiday for the Service Consumer/ Employer, the bids will be opened at the appointed time and location on the next working day.</p> <p>334 The electronic summary of the bid opening will be generated and uploaded online. The Service Consumer/ Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation.</p>
<p><b>34 Evaluation of Financial Parts</b></p>	<p>34.1 To evaluate the Financial Part of each Bid, the Service Consumer/ Employer shall consider the following:</p> <ul style="list-style-type: none"> <li>(a) evaluation will be done for Items or Lots (contracts), as specified <b>in the AITB</b>; and the Bid Price as quoted in accordance with ITB 14;</li> <li>(b) Not used;</li> <li>(c) price adjustment due to discounts offered in accordance with ITB 14.4;</li> <li>(d) Not used;</li> <li>(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3; and</li> <li>(f) the additional evaluation factors <b>specified in the AITB</b> as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.</li> </ul> <p>34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.</p> <p>34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in</p>

	<p>Section III, Evaluation and Qualification Criteria.</p> <p>34.4 Not used</p> <p>34.5 The Service Consumer's/ Employer's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of procurement of Service. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified <b>in the AITB</b> from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f).</p> <p>34.6 SERVICE CONSUMER/ EMPLOYER reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the SERVICE CONSUMER/ EMPLOYER will not be taken into account in Bid evaluation.</p>
<b>35 Correction of Arithmetical Errors</b>	35.1 The AP e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction.
<b>36 Conversion to Single Currency</b>	36.1 Not applicable.
<b>37 Preference</b>	37.1 Not applicable. 37.2 Not applicable
<b>38 Comparison of Financial Parts</b>	38.1 The Service Consumer/Employer shall compare the evaluated prices of All substantially responsive bids to determine the lowest- evaluated bid, in accordance with ITB Clause 34.
<b>39 Service Consumer's Right to Accept Any Bid, and to Reject Any or All Bids</b>	39.1 The Service Consumer/Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders.
	<b>F. Award of Contract</b>
<b>40 Award Criteria</b>	40.1 Subject to ITB 39.1, the Service Consumer/Employer shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
<b>40(a) A Service</b>	40.2 Service Consumer reserves the right to get any necessary information

<b>Consumer's right to get information</b>	related to tender i.e., cost breakup analysis of the quoted price, work-plan, QA/QC methodology etc., from the Service Provider at any point of time.
<b>41 Service Consumer's Right to Vary Quantities at Time of Award</b>	<p>41.1 At the time the Contract is awarded, the Service Consumer/Employer reserves the right to increase or decrease the quantity originally specified in Section V, Schedule of Requirements, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.</p> <p>41.2 If the quantity has not been increased at the time of the awarding the contract, the Service Consumer/Employer reserves the right to increase, the quantity originally specified in Section V. Schedule of Requirements, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents, during the currency of the contract.</p>
<b>42 Notification of Award, Publication of Award &amp; Recourse to Unsuccessful Bidders.</b>	<p>42.1 Prior to the expiration of the period of bid validity, the Service Consumer/ Employer shall notify the successful Bidder, inwriting, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the Service Consumer/ Employer will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").</p> <p>42.2 At the same time the Service Consumer/ Employer shall publish in AP e- procurement Portal <a href="https://tender.apecurement.gov.in/">https://tender.apecurement.gov.in/</a> or on the Service Consumer's/ Employer's website with free access if available,or in the official gazette, the results identifying the bid and lotnumbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii)name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the successful Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.</p> <p>42.3 The Service Consumer/ Employer shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which itsbid was not selected.</p> <p>42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> <p>42.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Service Consumer/ Employer will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5</p> <p>42.6 If after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the SERVICE CONSUMER/ EMPLOYER. The SERVICE CONSUMER/ EMPLOYER will promptly respond in writing to the unsuccessful Bidder.</p>
<b>43 Signing of</b>	43.1 Promptly after notification, the Service Consumer/ Employershall

<b>Contract</b>	<p>send the successful Bidder the Contract Agreement.</p> <p>432 Within fifteen days (15) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Service Consumer/ Employer.</p>
<b>44 Performance Security</b>	<p>44.1 Within fifteen days (15) days of the receipt of notification of award from the Service Consumer/ Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII Contract forms, or another Form acceptable to the Service Consumer/ Employer. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Service Consumer/ Employer may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Service Consumer to be qualified to perform the Contract satisfactorily.</p>
<b>45 Adjudicator</b>	<p>SERVICE CONSUMER/EMPLOYER proposes the person <b>named in the AITB</b> to be appointed as Adjudicator under the Contract.</p>

## SECTION II

### ADDITION TO INSTRUCTION TO BIDDER (AITB)

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

Item No.	Description of Services	No. of ULBs/Area (In Sq. Km)	Bid Security
	FOR HIRING OF DRONE SERVICES FOR LARGE SCALE MAPPING IN ALL URBAN LOCAL BODIES IN THE STATE OF ANDHRA PRADESH UNDER RESURVEY PROJECT - Vishakhapatnam Region	14 ULBs in Vishakhapatnam Region covering area 1021.00 sq.km (Aprox)	Rs.1.50 Lakhs

#### ITB.1.1

##### ➤ SCOPE OF WORK:

The Govt. of Andhra Pradesh have taken up resurvey in entire state with modern technology using CORS Network, GNSS Receiver and drones covering total area 1.26 Lakh sq.km. including Agricultural, Rural & Urban habitations.

The scope of work includes mobilization of Drones, GNSS receivers, required Software, Manpower, pre-flying plans, Drone Flying, Post processing of raw data, generation and supply of ORI data for 14 ULBs in Vishakhapatnam region covering an area of 1021sq.km.(approx.)

##### ➤ Definitions:-

- (i) "Service consumer" means The Commissioner& Director of Municipal Administration ***representing Governor of Andhra Pradesh for the state of*** Andhra Pradesh, India on whose behalf services mentioned in the Tender Enquiry Document are to be utilized/consumed by the Department.
- (ii) "Bid" means Quotation /Tender received from a Firm/ Tenderer/ Bidder.
- (iii) "Bidder" means Tenderer/the Individual or Firm submitting Bids /Quotation/Tender
- (iv) "Service provider" means the individual or the firm supplying the service s as incorporated in the contract/purchase order.
- (v) "Goods" means all articles, material, commodity, furniture, fixtures, raw material, spares, instruments ,machinery, equipment, vehicles, medicines, assemblies, subassemblies, accessories, intangible products like software, technology transfer,

licenses, patents or other intellectual properties purchased or otherwise acquired for the use of Government but excludes books, publications, periodicals, etc. for a library. The term ‘goods’ also includes works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and maintenance.

- (vi) “Services” means drone services including Professional Survey Grade enabled drone with operator and all requisite Camera/Sensors, batteries, accessories & components necessary for drone-based data capturing of the Urban Local Bodies as specified by the “Service consumer” under the contract.
- (vii) “Bid Security” (BS) means Earnest Money Deposit / monetary or financial guarantee to be furnished by abider along with its tender
- (viii) “Contract” means the written agreement entered into between the service consumer and the service provider, together with all the documents mentioned there in and including all attachments, annexure etc. therein.
- (ix) “Performance Security” means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (x) “Consignee” means office of SS&LR Dept., where the services are required to be consumed as specified in the Contract.
- (xi) “Specification” also called Technical Specifications means the document/standard that prescribes the technical requirement for providing the drone services.
- (xii) “ULB” means Urban Local Bodies.
- (xiii) “Field Testing/Technical Demonstration” means activities such as test flying, evaluating, examining, and gauging the technical capability of the offered service/project scope of the work and proposed drone/RPAS to be used for mapping before awarding the contract.
- (xiv) “Day” means calendar day.
- (xv) “Successful flying day” is a drone flying day with all “Successful flights” completed in the day by “Service provider” for minimum of 10 sq.km.
- (xvi) “Successful flight” is the flight where-in drone captured image of the village has been submitted by “Service provider” and accepted by the “Service consumer”. Flight logs for such flights will be maintained and provided to the “Service consumer”.
- (xvii) “Uneventful day” means the day wherein the ‘Service Provider’ as made its drone/RPAS available for drone data acquisition, but the drone flying and data capturing could not take place due to unavoidable factors viz weather conditions beyond the control of the Service Provider. The Service Provider shall intimate all such days to the Service Consumer with proper documents. It should be noted that such mutually agreed uneventful days will not be then considered for the purpose of penalty.

However, the service provider shall have no right to claim any compensation for whatever reasons in this regard.

- (xviii) “RPAS team” means the team deployed for the operations of Remotely Piloted Aircraft System.
- (xix) “Commencement of Service” means the date of Award of Work Order.

➤ **General Guidelines:**

- (i) Work allocation will be done Urban Local Body wise in the Region.
- (ii) The Service Consumer/Employer shall depute a nodal officer(s) for local coordination at the respective district
- (iii) The service provider shall depute a dedicated, single point of contact for all coordination purposes. The details including Name, Designation, email, Mobile No. etc. must be shared during the initial coordination meeting.
- (iv) Service Providers shall confirm the availability of teams with the requisite Drone/RPAS to Service Consumer/Employer in writing along with proposed date of commencement of work
- (v) A weekly / monthly duty roster shall be prepared by Service Consumer/Employer and forwarded to the service provider. The Service Provider shall depute the team as per the duty roster.
- (vi) The team shall report to the concerned nodal officials as per duty roster and obtain necessary instructions and details. The nodal officer of concerned area shall be responsible for allocating duties and arrange permission at local levels.
- (vii) The Service provider must maintain attendance register, duly countersigned by the nodal officer or his authorized representative. The area of interest for mapping shall be communicated to the service provider by the nodal officer/authorized representative and it will be the responsibility of nodal officer to ensure that the service provider is provided clear instruction in writing w.r.t. the duties to be performed  
  
The service Provider shall fly its Drone/RPAS in the area of interest and capture data. Appropriately ORI and at a must be handed over to the concerned nodal officer and receipt to this effect must be taken.
- (viii) Copies of authenticated attendance sheet along with receiving of Data for the week must be enclosed with all Invoices/Bills raised by the Service Provider.
- (ix) The service provider in coordination with nodal officer decides on the weekly off. The service provider must ensure that all maintenance is carried out on the weekly off day and serviceable equipment is available for flying during the week
- (x) In case of any failure / snag, the service provider must notify the nodal officer immediately without fail. Efforts must be made to rectify the snag as early as possible or



replace Drone/RPASs with a work able one in least time possible (preferably 24hours) to ensure that the project is not getting affected due to un-serviceability of Drone/RPAS. The nodal officer shall be informed in writing about resuming of services after such rectification

- (xi) If bad weather is prevailing in the area on certain days and flying/data capturing is not possible, records to the effect must be maintained and duly authenticated by the nodal officer. Such authenticated documents must accompany the bill claiming remuneration under “uneventful week”.
- (xii) The service provider must ensure the availability of Drone operators and their replacements to ensure that the allocated task for the week is completed in time.

➤ **Statutory Approvals and Clearances for flying**

The Service Provider is responsible to obtain necessary clearances from Director General of Civil Aviation, Ministry of Defense and other agencies of Government of India or concerned State Government and any other agency that has to accord statutory approval or sanction, as may be required to complete the job of flying over the AOI, acquire Drone data etc. The client would provide necessary documentation; however, getting clearance would be the entire responsibility of the Service Provider. The Service Consumer/Employer would facilitate the Service Provider in this regard on the best effort basis.

Scope of this activity shall include operational requirements for Civil Remotely Piloted Aircraft System (RPAS) as per DGCA Notification issued from time to time read with any amendments issued subsequently and also in obtaining Unique Identification Number (UIN), Unmanned Aircraft Operator Permit (UAOP). Scope also includes any other statutory/legal requirements for completing scope of work.

➤ **Flight/Mission Planning**

Service Provider is required to divide allotted area into grid of square. Size of squares should be such that one complete square and 25 meter buffer around it, is completely acquired in a single flight with 80 - 70 overlap. However, size of square shall depend on size of the ULB. Each square (hereafter called as flight grid) will be uniquely numbered based upon its geo-locations.

The flight paths shall cover the desired area completely including enough cross flight lines to eliminate heading, leaning, perspective and radial is to right and allow for proper quality control. Flight line forward overlap should be 80% & side overlap should be 70% or greater, as required, to ensure that there are no data gaps between the usable portions of the swaths. Data collections in high relief terrain and dense development like high rise structures should have greater overlap. The data supplied should be seamless and any data or part of it with gaps between the geographically usable portion so the swaths will be rejected.

➤ **Ground Control Survey**

Planning and Provision of such no. of i-base stations or ground control points as required in

the Area of Interest and minimum one i-base station shall be established for a maximum of 25 sq.km area, (as allotted by the Service Consumer/Employer) for Drone survey, so as to achieve the prescribed accuracy throughout the ORI. Before commencement of work, distribution plan of ground control points will have to be submitted by the Service Provider for approval of Service Consumer /Employer with justification for adequacy of GCP numbers and distribution of ground control points with reference to target accuracy as per proposed survey grade professional drone equipment planned to be used for image capturing. The Service Provider must use CORS Network already established by Govt of AP to establish the ground control points for drone flying activities. The details of CORS network will be provided to Service Provider prior to commence men to work. GNSS used for this exercise should be dual frequency (L1 and L2) with multi- channel capability, on-the-fly ambiguity resolution and capable to log GPS data at 1- second epochs or better. Utilizing existing CORS network provided by Govt of AP, Service Providers required to provide minimum 02 check points in each flight grid by GNSS observation either in static or RTK mode. The observation plan for the check points shall have to be submitted to the Service Consumer/ Employer for approval. The check points should be carefully made and observed on a sharp and clearly identifiable feature in ORI only to avoid all hassles at ORI accuracy assessment stage of QA/QC. Further, the check points should be spatially well distributed in flight grid area to ensure the consistency of the output accuracy in the ORI for the area.

➤ **Data Acquisition**

Data acquisition, Data geo- tagging- The Service Provider will acquire high-resolution 5cm GSD or better images using drone as per the technical specifications with forward overlap of 80% & side overlap of 70% or greater.

➤ **Post-Processing**

The Service Provider will provide high-resolution 5cm GSD or better resolution ORI and DEM/ DSM, DTM & Point cloud of horizontal accuracy  $\pm 10$ cm after post processing of drone data. The accuracy of the ORI will be checked using the check points with reference to already established GOVT OF AP CORS network. The Service Provider will ensure proper versioning, file naming in a logical way for every Urban Local Body for ease of management of data in various Production Cycles.

➤ **Quality Control/Quality Assurance**

Quality Control/Quality Assurance (QC/QA) of the Drone data and/or Drone data derived data-products at various stages of Project and also QA/QC at each stage of work and for the whole work including validating horizontal and vertical accuracy as per specifications laid down in RFP and the ORI of ULB shall be edge matched properly with surrounding village boundary and it will be the responsibility of the Service Provider to the satisfaction of the Service Consumer/Employer which may include deployment of the QA/QC by the third party on behalf of the Service Consumer/Employer. The Service Consumer/Employer may perform QC/QA testing with the constitution of Quality Control Committee at district Level. This shall include (a) Carrying out corrections as per Quality Audit Report and security vetting report provided by Govt of AP (b) Facilitating quality audit, stage approvals, security vetting and final acceptance tests by GOVT OF AP

- The Service provider shall superimpose the geo-referenced village maps and digitized cadastral maps duly showing the survey nos. on the ORI
- **Accuracy specifications**
- Proper indexed map with proper sheet number on the following scales: Vertical Accuracy  $\pm 20\text{cm}$  for all areas of Urban and their extensions
  - For urban areas on 1:100 to 1:500 scale (Ortho Rectified Images at 5cm GSD (Ground Sampling Distance) and  **$\pm 10\text{ cm horizontal accuracy}$** ) for the Revenue Department Geographic Information System Mapping and MAUD, Govt. of AP.
- However, due to any reasons whatsoever, if the supplied ORI is not properly visible to the satisfaction of the Service Consumer/Employer and not meet the accuracy parameters, the Service Provider, on receiving the quality check report from the dept. shall rectify the ORI by reprocessing and ensure that the generated ORI shall meet the prescribed accuracy' standards. **For further clarity on inspection and testing, refer Clause 5 "Inspections and Testing" under Section V of the RFP**
- Complete drone mapping, ORI processing, ORI generation in hard and soft copies, to the satisfaction of Service Consumer /Employer. The Service Provider shall make efforts in completing this activity.
- The Intended Completion Date is (10) months from the date of 'Commencement of Service'
- All proprietary rights of the entire data capture and generated vested with Service Consumer/Employer i.e., SS&LRs dept., MAUD Dept., Govt. of AP. The data in any format should not be disclosed or transferred to any 3<sup>rd</sup> party. The service provider shall take necessary precautions for data security.
- This document illustrates a suggestive model and SOP for operations to meet the requirements of the tender. This SOP is not exhaustive and is limited to giving general guidelines to the bidders for required operations. For this, refer to GCC Clause 2.2A "SOP for operations by Service Provider" under Section VI of the RFP

➤ **The Scope of work includes the following Urban Local Bodies**

Sl. No	District	ULB Code	Name of the ULB	Grade	Area (Sq. Km)
<b>VISAKHAPATNAM REGION</b>					
1	SRIKAKULAM	1082	AMADALAVALASA	2nd	27.34
2	SRIKAKULAM	1083	ICHAPURAM	3rd	27.8
3	SRIKAKULAM	1134	PALAKONDA	NAGARA PANCHAYAT	10.25
4	SRIKAKULAM	1084	PALASA-KASIBUGGA	2nd	32.75
5	SRIKAKULAM	1133	RAJAM	3rd	27.65
6	SRIKAKULAM	1085	SRIKAKULAM	CORPORATION	58.25
7	VIZIANAGARAM	1090	BOBBILI	2nd	23
8	VIZIANAGARAM	1135	NELLIMARLA	NAGARA PANCHAYAT	15.17
9	VIZIANAGARAM	1091	PARVATHIPURAM	1st	11.24
10	VIZIANAGARAM	1092	SALURU	2nd	19.55
11	VIZIANAGARAM	1093	VIZIANAGARAM	CORPORATION	52.43
12	VISAKHAPATNAM	1136	NARSIPATNAM	3rd	42.8
13	VISAKHAPATNAM	1086	VISAKHAPATNAM	CORPORATION	624
14	VISAKHAPATNAM	1137	YELAMANCHILI	3rd	48.65
<b>TOTAL</b>					<b>1020.88</b>
<b>ROUNDED TOTAL</b>					<b>1021</b>

➤ **Deliverables**

**a. Urban Local Bodies**

- ✓ **The scope of work includes generation and supply of ORI.**
- ✓ The ORI with 5 cm GSD or better and horizontal accuracy of (+)10cm vertical accuracy of (+)20cm
- ✓ The following features should be clearly visible in the ORI:
  - ◇ Buildings and other Structures
  - ◇ Boundary walls of buildings
  - ◇ Major Roads like NH, State High ways, District Roads, R&B and PR Roads
  - ◇ Minor Roads within ULB/(s)
  - ◇ Water bodies like Rivers, Canals, Tanks etc.,
  - ◇ Electrical lines, HT lines
  - ◇ Telecom lines

- ◇ Streetlights
- ◇ Open drains
- ◇ Overhead Water Tanks
- ◇ Communication Towers
- ◇ Plantations & Trees of historical importance
- ◇ Parks
- ◇ Open spaces
- ✓ List of I-base, Ground Control Points and check points with Geo- codes
- ✓ Raw data and other data- products generated during Drone Photography
- ✓ Documentation of data processing, internal lab reports and QA/QC reports.
- ✓ Report on survey equipment/sensor on Drone before undertaking Drone Photography surveys.
- ✓ Post Processed data (DEM/DSM, DTM& Point cloud)
- ✓ Delivery of the soft copy of Ortho Rectified Image (ORI)ULB/(s) wise in ecw/Geo tiff and. Pdf Format
- ✓ Printing and delivery of Hard copy of ORI (in color) on A0 size 90 GSM paper covering an area of 1km x 1km in 1:100 to 1:500 (Ortho rectified images at 5cm GSD (Ground sampling Distance);  $\pm 10$  cm horizontal accuracy) scale depend up on extent of the ULB/(s)
- ✓ Printing & delivery of Hard copy of ORI Tiles in A2 size covering an area of 100m x 100m in 1:100 to 1:500 scale by splitting the ULB/(s) into tiles covering 10 to 20 Acres depending up on the average size of the Land holding as prescribed by the Dept.
- ✓ Seamless ORI data of entire AOI in softcopy at 1m GSD

**Deliverables, after reprocessing and rectification, If any:**

- ✓ Delivery of the soft copy of Ortho Rectified Image (ORI)ULB/(s) wise in. ecw/Geo tiff and. Pdf Format
- ✓ Printing and delivery of Hard copy of ORI (in colour) on A0 size 90 GSM paper in 1:100 to 1:500 scale depend upon extent of the ULB/(s) Printing & delivery of Hard copy of ORI in A2 size 1:200 to 1:500 scale by splitting the ULB/(s) into tiles covering 10 to 20 Acres depending up on the average size of the Land holding as prescribed by the Dept.

**Time for Completion of Work**

- ✓ All the deliverables shall be completed in 6 (Six) Months from the date of award of work.

<b>ITB1.2(a)</b>	The Service Consumer/Employer shall use the electronic-procurement system Specified in AITB7.1 to manage this Bidding process.
<b>ITB2.1</b>	The name of the Project is: <b>HIRING OF DRONE SERVICES FOR LARGE SCALE MAPPING IN URBAN LOCAL BODIES FOR SUPPLY AND GENERATION OF ORI FOR VISHAKHAPATNAM REGION IN THE STATE OF ANDHRA PRADESH UNDER RESURVEY PROJECT.</b>
<b>ITB4.3</b>	The bidders are allowed to form Joint ventures for submission of the bid as per Clause of Section 1.
<b>B.Contents of Bidding Documents</b>	
<b>ITB7.1</b>	<b>Electronic–Procurement System</b> The Service Consumer shall use the following electronic-procurement

	system to manage this Bidding process: APE-PROCUREMENT Portal
<b>ITB7.1(a) Additional clause.</b>	<b>A pre-bid meeting will be held:</b> <ul style="list-style-type: none"> <li>• A pre-bid meeting will be held :NA</li> </ul>
	<ul style="list-style-type: none"> <li>• NA</li> </ul>
	<b>C. Preparation of Bids</b>
<b>ITB8.1(a)</b>	The Bidder shall submit the following additional documents in its bid–technical part: 1.Certification of incorporation of the bidder.
	<p>2. A se-procurement system is being used, there is no hard copy submission of bid. Only the hard copy of written confirmation authorizing the signatory of the Bid to commit the Bidder as per ITB Clause 11.2(d) i.e. the power of attorney, Bid Security Form, original affidavit regarding correctness of information furnished with bid document.</p> <p>3. The bidder shall clearly confirm that all facilities (owned or leased or by procurement) including key and critical equipment as specified in section III exist with him for inspection and testing and these can be accessed by the Service Consumer/ Employer or his representative for inspection.</p> <p>4. Technical schedules of services as required by technical specifications.</p> <p>5. Qualification information including key personnel, Method Statement, Work Plan &amp; Schedule as per section IV to meet SERVICE CONSUMER/ EMPLOYER technical specifications as per Section V to demonstrate substantial responsiveness of the Services.</p> <p>6. The following details shall also be provided by Indian Bidders:</p> <ul style="list-style-type: none"> <li>(a) Name, address, PAN and ward/circle where they are being assessed of the Directors of the Bidding Company.</li> <li>(b) Company's PAN and Income Tax clearance certificate and ward/circle where it is being assessed,</li> <li>(c) Registration details of the company under GST, local and Central Sales Tax, and other laws as may be applicable.</li> </ul> <p>7. The bidders from outside India shall provide the corresponding details of Income Tax registration, Social Security Number, details regarding Registration under goods &amp; services tax (as may be applicable) etc.</p> <p>8. The bidder shall disclose instance of previous past performance that may have resulted into adverse actions taken against the bidder during the last five years.</p>

	9. All documents required in Section III: Evaluation & Qualification Criteria All Forms as required in Section IV.
<b>ITB9.1and 9.2</b>	<b>Note for Bidders:</b> Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-portal. Price schedule is available in .xls file along with bid document. Bidder need to download it, fill up necessary cells and after validation upload filled .xls file in BOQ folder of financial bid after signing it digitally. Please note that no documents related to price should be uploaded in Technical Bid. Therestoftheformsshallbedownloadedbythebiddersandfilledup.Thefilleduppagesshallthen be scanned and uploaded on the AP e-procurement portal along with the scanned copies of the supporting documents.
<b>ITB9.3</b>	For submission of original documents, the Service Consumer's/Employer's address is: Address: O/o Commissioner and Director of Municipal Administration, Vaddeswaram, Mangalagiri.
<b>ITB10.1</b>	Alternative Bids <i>shall not be</i> considered.
<b>ITB11.1</b>	The prices quoted by the Bidder <i>shall not</i> be subject to adjustment during the Performance of the Contract.
<b>ITB12.1</b>	As per latest instructions of Government of India.
<b>ITB13.1</b>	The bid validity period shall be 120 Days.
<b>ITB14.1(a)</b>	Other type of acceptable securities are: Bank Guarantee in required as per pro for main Section IV. from a Nationalized /Scheduled Bank in India
<b>ITB15.1</b>	Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in AITB7.1
<b>ITB15.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney.
	<b>D. Online Submission and Opening of Bids</b>
<b>ITB16.1</b>	Class of DSC required is: Class III
<b>ITB16.2</b>	The inner and outer envelopes shall bear the following additional identification marks: <b><i>Not applicable because –tendering system will take place</i></b> However, the Envelope for submitting Document as per ITB 12.3 shall bear the following:  ORIGINALDOCUMENTSASPERCLAUSE12.3for HIRINGOFDRONESERVICESFORLARGESCALEMAPPING IN URBAN LOCAL BODIES IN THE STATE OF ANDHRAPRADESHUNDERRESURVEYPROJECT  And will be submitted to following Address  <b>Address:</b> O/o The Commissioner& Director of Municipal Administration 4 <sup>th</sup> Floor, Prime hill Crest, Vaddeswaram. Village, Mangalagiri-522502, AP.

<b>ITB16.3</b>	The last date for submission of bids is: Date:10-01-2023,5.00PM.
<b>ITB16.4</b>	Re-submission of the bid is not allowed, if withdrawn.
	<b>F. Opening of Technical Parts of Bids</b>
<b>ITB17.1</b>	The online opening of the Technical Parts of Bids shall take place at:  <b>Address:</b> O/o The Commissioner& Director of Municipal Administration 4 <sup>th</sup> Floor, Prime hill Crest, Vaddeswaram. Village, Mangalagiri-522502, AP.
	<b>G. Evaluation of Bids–General Provisions</b>
<b>ITB17.2</b>	The adjustment shall be based on the Average price of the item component as quoted in other substantially responsive Bids, subject to a maximum of the estimated price of the item. If the price of the item component cannot be derived from the price of other substantially responsive Bids, the Service Consumer/ Employer shall use its best estimate.
	<b>H. Opening of Financial Parts of Bids</b>
<b>ITB18.1</b>	The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at:  <b>Address:</b> O/o The Commissioner& Director of Municipal Administration 4 <sup>th</sup> Floor, Prime hill Crest, Vaddeswaram. Village, Mangalagiri-522502, AP
	<b>I. Evaluation and Comparison of Bids</b>
<b>ITB19.1</b>	Bids will be evaluated for a lot (contract)
	<b>J. Award of Contract</b>
<b>ITB40</b>	Service Consumer/Employer reserves the right to increase or decrease the allotment of work and award on two or more bidders as per the project requirement at the L1 Price.
<b>ITB45</b>	Disputes and modes of Settlement of claims/ disputes and place of exclusive jurisdiction  1.1- If any dispute arises between the Service Consumer/ Employer and the Service Provider/ Contractor in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or immediately after their completion, the Service Provider shall communicate to the Commissioner & Director of Municipal Administration, rep. the Employer/ Service Consumer in writing within 14 days of the dispute for amicable settlement in terse and the Employer/ Service Consumer shall within 30-days there from give his finding thereon and communicate the same to the Service provider/Contractor.  1.2- In case of the Service provider/Contractor not satisfied with the same, he shall in writing make a request to the Employer/Service consumer supra, for referring the dispute to arbitration subject to the following:  1.3-There shall be an in-house arbitration for settlement of several small



	<p>claims and the Commissioner&amp; Director of Municipal Administration A.P. Mangalagiri shall be the Sole Arbitrator to whom the dispute to be referred as stated in Cl.1.2 and only up to the limit of Rs.10,00,000/- as sole Arbitrator as it is a welcome feature to save time, money and man power of both parties by providing the limit up to Rs.10,00,000/-</p> <p>1.4-No doubt, the Government of Andhra Pradesh (while under the composite state) Issued proceedings in G.O.Rt.No.116, Law (M-I) Department, dated.30- 01-2002, with finance concurrence, to refer disputes to the ICADR in government contracts for arbitration up to Rs.10.00 Lakhs. Modified proceedings to G.O.Rt.No.116 supra are yet to be issued increasing said sum of Rs.10.00 Lakhs to Rs.10 Crore, from the cost of the work &amp; service components in the present prevailing price from the estimates as per SOR are also increased many more times when compared to past 18 – 20 years.</p> <p>1.5 From the above, it is directed that where the claim is below Rs.10.00 Lakhs to settle by in house arbitration supra as per the Indian Arbitration Act, 1996 amended from time to time and where the claim is above Rs.10.00 Lakhs, it is up to Rs.10.00 Crore the dispute shall be referred to the International Centre for Alternative Dispute Resolution, Regional Centre, (ICADR), Andhra Pradesh, to nominate a sole Arbitrator from their panel (since covered by G.O.Rt.No.116 up to Rs.10.00 Lakhs, to read as above Rs.10.00 Lakhs and up to Rs.10 Crore still State Government issue modified proceedings by virtue of the above directions).</p> <p>1.6-Further, where the claim value in dispute is above Rs.10 Crores, since the works &amp; service contracts coming for judicial review are all above Rs.100 Crores value, it is only to invoke the jurisdiction of civil courts of Vijayawada (Krishna District) within the State of Andhra Pradesh by excluding jurisdiction outside the State of Andhra Pradesh.</p> <p>1.7-So far as seat of Arbitration and place of jurisdiction for the arbitration supra is at the seat of the office of TIA of Andhra Pradesh at Vijayawada by excluding seat of Arbitration and place of jurisdiction outside the State of Andhra Pradesh.</p> <p>1.8-The language shall be in English with any translation to English from documents in local language with due certification.</p> <p>1.9-The expenses in internal arbitration shall be borne by respective parties and expenses and fees of the sole Arbitrator (external) shall be borne equally by both parties' subject to final decision on costs by sole external Arbitrator. The fee is as per Schedule IV of the Arbitration Act, in addition to the remuneration payable to the ICADR.</p> <p>1.10-The arbitrator shall give award and same is governed by the provisions of the Arbitration Act-1996 for either finality or execution or enforcement as the case may be.</p>
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	<p>1.11-The service provider/ contractor shall not stop the contract service/ work spending any issue raised for resolution with the employer as referred for internal adjudication or in seeking reference to arbitration and during pendency of arbitration as referred in other clauses supra including in pendency of any dispute in Civil Court and the like supra.</p>
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## **SECTION III.**

### **EVALUATION AND QUALIFICATION CRITERIA**

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

### **Contents**

#### **1. Evaluation Criteria (ITB 34)**

#### **2. Qualification Requirements (ITB 32.1)**

##### **1. Evaluation Criteria (ITB 34)**

The SERVICE CONSUMER shall determine the Most Advantageous Bid, which is the Bid of the Bidder whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria and whose Bid has been determined to be the lowest evaluated cost after considering total prices of all items of the Services described in the in Specifications, and listed in the Activity Schedule in Section V, Schedule of Requirements and all duties, taxes, and other levies payable by the Service Provider under the Contract.

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

Besides, in evaluating the Bidder's technical capacity, the previous work experience related documents such as but not limited to work plan schedule, Drone flying activities, Data processing, ORI,QA/QC report etc.,shall take into consideration.

The bidder shall present demonstration by way of ppt on the proposed methodology on establishment of GCP& Check points, flight planning, inputs required, software used, image capturing, image processing to generate ORI, and methodology for ORI QA/QC on ground as well as in the Lab. Also, the sample of final deliverables as prescribed. This demo may be with reference to previous experience in the similar projects taken up by the bidder.

##### **2. Qualification Criteria (ITB 32.1)**

The Service Consumer shall assess each Bid against the following Qualification Criteria Requirements for selection of agency for hiring of drone services for large scale mapping in all urban local bodies in the state of Andhra Pradesh under resurvey project:

- A. The Bidder's Assets (equipment and technically qualified manpower)
- B. Bidder's Credentials (Turn Over & Work Experience)
- C. Methodology, Work Plan and Organization Staff Plan in response to the Terms of Reference:

## A. The Bidder's Assets

### a) Instrument and Software-

Instruments & Software	Requirement
a. Professional survey grade PPK/fixed Wing enabled UAS/Drone –	Minimum-5nos. Bidder must have owned minimum <b>2</b> nos.of Professional survey grade PPK/fixed Wing/VTOL enabled UAS/Drone at the time of submission of bid. Further the bidder will submit an under taking on its letter head with authorized signature in original that they will engage <b>3 more</b> Nos.of Drones as per the package requirement as stipulated in the bid document after award of work. Supporting documents should consist of copy of the valid proof of ownership of each drone to be engaged for providing services along with DAN number of each drone
b. GNSS receiver (Capable of tracking and logging Multi frequency& multi constellation signals)	(minimum 5 sets) Bidder must have minimum <b>2 GNSS</b> receiver equipment at the time of submission of technical bid and for the rest the undertaking can be submitted by the bidder that balance quantity of <b>03 GNSS</b> receiver shall be produced before signing LOA
c. Middle level Workstations with minimum 128 GB RAM: the bidder must have Middle level work stations as per the package requirement with minimum RAM 128 GB subject to completion of drone data processing works with no bearing on the overall work completion in any manner as that might require engagement of more number of such Work Stations.	Minimum -4nos.  Bidder must have 2 Middle level Workstations at the time of submission of technical bid and for the rest the undertaking can be submitted by the bidder that balance quantity of <b>2 Middle level</b> Workstations shall be produced before signing LOA
d. Entry level Workstations:	minimum 4 nos. Bidder must have minimum <b>2</b> Entry Level Workstations at the time of submission of technical bid and for the rest the undertaking can be submitted by the bidder that balance quantity of <b>2</b> Entry Level Workstations shall be produced before signing LOA
e. A0 plotter:	Minimum 01 (one)

f. Server/Storage:	Minimum 01 (one) of adequate capacity. Vendor should have required data storage capacity keeping in view of raw data, Elevation Models and ORI images.
g. Network Storage System:	01(one) No. of minimum 50 TB expandable up to 100 TB useable storage (in RAID 5 configuration)
h. Software for post processing like Px4D or AGI or similar/ <b>any Industry Standard Software</b> meeting the prescribed quality standard of Govt. of AP, in absence of which service consumer/Employer will reserve the right unconditionally to order change to the required software, so as to achieve desired quality without any additional cost to the service consumer/ Employer. At least there be an assurance from the contractor by undertaking that by whatever industrial approved software utilized, in retrieving the data from the drone into the storage device/data grid the software must be uniform for the duty of the contractor for conversion of the software if any to incur so that the storage must be with one software for future easy accessibility of data	Minimum 5 no Software for post processing like Px4D or AGI or similar/ <b>any Industry Standard Software</b> . Bidder must have minimum 2(two) software licenses at the time of submission of technical bid and for the rest the undertaking can be submitted by the bidder that the balance quantity of 3(Three) software license copies shall be produced before signing LOA

#### a) Manpower

Designation	Qualification
a. Project Manager:	At least 01 (one) Project Manager with minimum 5 (Five) years in working projects of similar nature & complexity.
b. Pilot:	Minimum 05 (five) with Pilot license/certification as per latest DGCA guidelines. Bidder must have minimum 2(two) Pilot with Pilot license/ certification as per latest DGCA guidelines on pay-roll at the time of submission of technical bid and for the rest the undertaking can be submitted by the bidder that the balance quantity of 3 Pilot with Pilot license/certifications all be deployed before signing LOA. It is open to the bidder to secure the Pilots and Co- Pilots services on contract basis or

	regular employment as the case may be, but for to say the persons to be engaged must be experienced and eligible as per DGCA guidelines and it is for the bidder to see that there shall not be any interruption in the daily progress of the project work.
<b>c.Co-Pilot:</b>	Minimum 05 (five) for assisting pilot in drone flying with experience in computers/processing. Bidder must have minimum 2(two) Co-Pilot on payroll at the time of submission of technical bid and for the rest the undertaking can be submitted by the bidder that the balance quantity of 3 Co-Pilot shall be deployed before signing LOA. party on behalf of Service Consumer/Employer.
<b>d. Supervisor:</b>	At least 01 (one), supervisors with minimum 5 years in works in projects of similar nature & complexity.
<b>f. Ground Controller:</b>	At least 05 (five) technical persons having minimum two years' experience in GNSS observations and computation/processing. Bidder must have minimum 2(two) on payroll at the time of submission of technical bid and for the rest the undertaking can be submitted by the bidder that the balance quantity of 3 Ground Controller shall be deployed before signing LOA.
<b>g . System Manager cum Data Manager:</b>	At least 01 (one), technical person having minimum three years of experience in system management & Data Management in Data Production Centre.
<b>h.QA/QC Expert (GIS Expert):</b>	Minimum 3 (Three) persons having at least three years' experience in post- processing and QA/QC of data and data-products in projects of similar nature & complexity. However, quality assurance shall be the responsibility of the Service Provider to the satisfaction of the Service Consumer/Employer which may include but not limited to deployment of QA/QC by the third party on behalf of Service Consumer/Employer

Note: The manpower, if requested by service provider only, may be deployed by the Govt. of A.P. for assisting in collection of GCP at the direct supervision of the Service Provider. The Service Provider shall treat the deployed manpower as their own work force. However, the delivery as well as quality of the output of such work force shall be the sole responsibility of the Service Provider

**A. Bidder's Credentials:****(a) Financial Capability**

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

Financial Parameter	
EMD	Rs.1.50 Lakhs  MSME/Startups shall furnish EMD of Rs.50,000/-
Turn Over	The Minimum required AVERAGE Annual turnover for the last Five (5) Financial Years i.e.,2017-20 to 2020-22 shall be INR 67.50 (Sixty Seven Lakhs and Fifty Thousands only) or an equivalent amount in other currency. The bidder should also submit the concerned documents in support of the above to the satisfaction of the Service Consumer. The chartered accountant's certificate must be not more than six months old. <ul style="list-style-type: none"><li>• Exemption for MSME/Startups.</li></ul>

**Notes:**

- a. The financial turnover will be taken as given under the head "Income" in audited Profit and Loss Account and excluding non-recurring income, income from other sources and stock. It is clarified that the Financial Turnover means relevant revenue as recorded in the Income side of Profit and Loss Account. It does not mean Profit.
- b. Closing stocks in whatsoever manner should not form part of turnover.
- c. The Bidder should furnish Annual Financial Turnover for each of the last 5 Financial Years in tabular form and give reference of the document (with page no.) relied upon in support of meeting the Qualification Criterion.
- d. The Bidder should submit self-attested copy of Auditor's Report along with Balance Sheet and Profit and Loss Statement along with Schedules for the relevant Financial Year in which the minimum criterion is met. Provisional audit reports or certified statements will not be accepted.

**(b) Work Experience:**

- (i) The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last 5 years the following:

Bidder must have experience as service provider in the provision of at least one service contract in Drone Survey of similar nature and complexity such as Drone or similar cadastral Mapping, Smart city Mapping etc. and having a **minimum value of Rs.100.00. lakhs over in any of the last five years and/or a minimum area of 1000 Sq.kms.** The Service Contract cited must necessarily include activities viz. acquisition of raw data by Drone or any other aerial platform, post-processing of data for creation of ORI/DEM, generation of LPM

Notes:

- a. Only such works shall be considered where physical completion of entire work is over or commissioning of work has been done, whichever is earlier.
  - b. The Bidder should submit the details of such similar completed works as per the format enclosed.
    - Name and address of client with contact details as email address/ Phone No.
    - Contract No. and Date.
    - Scheduled completion date and actual completion date.
    - Completion certificate issued by the client
    - Details of Complaint, if any, received from the Service Consumer about the performance of the Equipment/items.
  - c. Works carried out by another Service Provider on behalf of the Bidder on a back-to-back basis will not be considered for satisfaction of the Qualification Criterion by the Bidder.
  - d. Credential certificates issued by Government Organizations / Semi Government Organizations of Central or State Government; or by Public Sector Undertakings/ Autonomous Bodies of Central/State Government or their subsidiaries / by Public Ltd. Companies listed in Stock exchange in India or Abroad or subsidiaries of such companies shall only be accepted for assessing the eligibility of a Tenderer. Certificates issued by one of the aforesaid organizations as a lead member (having equity stake of 51% or more) of a Joint Venture (JV) for a work executed for the JV, will also be acceptable.
- (ii) The bidder should provide profile of their company including its Infrastructure, technical manpower and their expertise.
- (iii) The bidder or OEM must have office and firm arrangement in India to provide support as well as comprehensive management of work.
  - (iv) The bidder should submit the details of agreements entered into with various manufacturers/partners for the equipment and providing services and their experience to meet the qualification & experience criterion for the turn-key solution.
  - (v) The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB

**(a) Methodology**

The Bidder shall submit the methodology including QA/QC methodology, Work Plan, performance statement and Organization Staff Plan in response to the Terms of Reference



## **SECTION - IV**

### **BIDDING FORMS**

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## 1A. LETTER OF BID– TECHNICAL PART

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

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

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

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

NIT No.: *[insert number of biddingprocess]*

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

To: *[insert complete name of Service Consumer]*

We, the undersigned, declare that:

(c) We have examined and have no reservations to the Bidding Documents, including Addenda No. issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda]*;

(d) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(e) We have not been suspended nor declared ineligible by the Service Consumer/any Government/Semi- Government entity in the Service Consumer's country in accordance with ITB 4.2;

(f) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Services ***[insert a brief description of the Services]***;

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

(h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(i) We, along with any of our suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Govt. of A.P or Govt of India. Further, we are not ineligible under the Service Consumer's Country laws or official regulations.

(j) We confirm that [insert name proposed by SERVICE CONSUMER/EMPLOYER in the Bidding Data] Or We propose that [name proposed by bidder along with details] be appointed as the Adjudicator

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

(l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(m) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

(n) We, along with all our JV Partners, undertake to abide by the Code of Integrity in public Procurement of Government of India and Government of Andhra Pradesh,

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

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

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

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

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

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

## 1B. LETTER OF BID- FINANCIAL PART

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

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

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

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

NIT No.: *[insert number of biddingprocess]*

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

To: *[insert complete name of Service Consumer/Employer]*

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

- (a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid ***[insert the total price of the bid in words and figures];***

**In case of multiple lots, total price of each lot *[insert the total price of each lot in words and figures];***

**In case of multiple lots, total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures];***

- (c) The discounts offered and the methodology for their application are:

- (i) The discounts offered are: ***[Specify in detail each discount offered.]***

- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: ***[Specify in detail the method that shall be used to apply the discounts];***  
**Discounts.**

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

Name of Recipient

Address

Reason

Amount

(If none has been paid or is to be paid, indicate “none.”)

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

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

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

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

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

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

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

2.

## BIDDER INFORMATION FORM

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

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

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

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

## 2A. BIDDER'S JV MEMBERS INFORMATION FORM

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

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

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

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

### 3.

## QUALIFICATION INFORMATION

### 1. Individual Bidders

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

Place of registration: *[insert]* Principal place of business: *[insert]*

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

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

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

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

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

Item of equipment	Availability Proposal					Remarks (from whom to be leased/ purchased)
	Make & Model of Equipment / Name of software	Owned/ Leased/ To be procured	Nos.	UIN	Age/ Condition	



(a) Professional survey grade PPK/Fixed Wing enabled UAS/Drone						
(b) Multi Frequency GNSS receivers/RTK rover						
(c) Middle level Workstations						
(d) Entry Level Workstations						
(e) AO plotter						
(f) Network Storage system						
(g) Backup/ Storage Device (Minimum 20 TB)						
(h) Servers						
(i) Software of Mission planning & drone flying						
(j) Post processing software for ORI & DEM						

*Note: - Pl refer Section III for minimum requirement of equipment's.*

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

**Table 1.5(a)**

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

**Details of Proposed Positions (Names):**

**Table 1.5(b)**

1	Title of Position: <b>Project Manager</b> Name:
2	Title of Position: <b>Pilot&amp; Co Pilot</b> Name:
3	Title of Position: <b>Supervisor</b> Name:
4	Title of Position: <b>Operator (Post-Processing of ORI &amp;DEM)</b> <i>Names of all Operator should be given</i>
5	Title of Position: <b>GNSS Controller</b> <i>Names of all GNSS Controller should be given</i>
6.	Title of Position: <b>System Manager cum Data Manager</b> <i>Names of all System Manager cum Data Manager should be given</i>
7.	Title of Position: <b>QA/QC Expert</b> <i>Names of all QA/QC Expert should be given</i>

**Resume of every Proposed Personnel should be enclosed as per format given below:**

**Table 1.5(c)**

Title Position as per Table 1.5(b): \_\_\_\_\_

*[e.g. for Project Manager, Pilot, Co-Pilot, Supervisor, Operator, System Manager cum Data Manager &QA/QC Expert]*

<b>Name of Bidder:</b>		
Position:		
Personnel Information	Name:	Date of Birth:
	Professional Qualification:	
	General of Experience:	
	Experience in Proposed Position:	
Present	Name of SERVICE CONSUMER:	
	Address of SERVICE CONSUMER:	
	Telephone:	Contact (Manager/Personnel officer)
	Fax:	E-mail:
	Job Title:	Years with present SERVICE CONSUMER

Summarize professional experience over the last 05 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.		
S.No.	Period (From-To)	Details of experience in Drone Survey work
1		Company : Project Name : Brief description of project: Position (in which worked): Details of work handled :
2		Company : Project Name : Brief description of project : Position (in which worked) : Details of work handled :
3		Company : Project Name : Brief description of project: Position (in which worked): Details of work handled :

1.6 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per Section III

1.8 Name, address, and telephone, email, and facsimile numbers of banks that may provide references if contacted by the SERVICE CONSUMER.

1.9 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

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

1.10 Statement of compliance with the requirements of ITB Sub- Clause 4.2.

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

<b>2. Joint Ventures</b>	<p>2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.</p> <p>2.2 The information in 1.12 above shall be provided for the joint venture.</p> <p>2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.</p> <p>2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that</p> <ul style="list-style-type: none"> <li>(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;</li> <li>(b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and</li> <li>(c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.</li> </ul>
<b>3. Additional Requirements</b>	<p>3.1 Bidders should provide any additional information required in the AITB.</p>

## 4. METHOD STATEMENT

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

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

#### A) **Technology:** Details of Technology for Drone data Acquisition:

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

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

#### C) **Details of Previous Work:**

- i. Key Specifications of similar work executed by the bidder listed in section III in which Drone Technology has been. References to be cited of Indian & International Projects (from bidder's own experience)
- ii. Brief write-up based on information provided above clearly bringing out how by suitable modifications (if any) to the Flying/Acquisition parameters the specifications stipulated in this bid document shall be met requirements of this Project

### 2. PROVISION OF GROUND CONTROL POINTS

- i. Density & distribution of Ground Stations to be established for correction to onboard GNSS
- ii. Equipment to be used for Observations
- iii. Hardware & Software to be used for computation
- iv. Description of observation methods
- v. Description of computation method
- vi. Density and distribution of check-points for Internal QA/QC in order to meet the Fundamental & Supplemental accuracy stipulated in Section V

### **3. POST PROCESSING**

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

## 5. WORK PLAN & SCHEDULE

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

### 1. Resource Deployment

- i. Activity wise Effort Estimate viz. Raw Data Acquisition, Provision of Ground Control, Post-Processing, Generation of ORI, DEM and LPM.
  - ii. Activity wise expected out-turns
  - iii. Manpower resources proposed based on effort estimate calculation & expected out-turns for all the activities along with the Service Consumer's/Employer's resources as mentioned under scope of work in Clause 1.1 of Section II AITB.
  - iv. Details of resource deployment for Internal QA/QC by the bidder shall also be provided. However, quality assurance shall be the responsibility of the Service Provider to the satisfaction of the Service Consumer/employer which may include but not limited to the deployment of the QA/QC by the third party on behalf of the Service Consumer/Employer.
  - v. Number of shifts proposed
  - vi. Quantity of equipment (Drone fitted with on-board GNSS, Camera), instruments, hardware and software for every activity.
- ### 2. Time Schedule:
- Outline the time-schedule of activities, their phasing and interrelations, milestones and delivery plan.
3. Bidder shall provide details of resource deployment in similar services performed by them in previous projects to justify that the proposed work plan from their previous experience
  4. The work-plan, schedule and resource deployment has to be submitted separately for different lots/phase clearly bringing out the details of resources/works that are clubbed (if any).

## 6. Price Schedule Forms

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

### **FOR HIRING OF DRONE SERVICES FOR LARGE SCALE MAPPING IN ALL URBAN LOCAL BODIES IN THE STATE OF ANDHRA PRADESH UNDER RESURVEY PROJECT**



## PRICE AND COMPLETION SCHEDULE -SERVICES

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

OTE No: \_\_\_\_\_

Alternative No: \_\_\_\_\_

1	2	3	4	5	6	7	8	9
Service No.	Description of Services for ULB Areas (excludes inland transportation and other services required in India to convey the goods to their final destination)	Unit	Delivery Date at place of Final destination	Quantity and physical unit	Unit Price	Total Price (col 5*6)	GST and other taxes payable per item if Contract is awarded	Total Price per Service (Col. 7+8)
1	Establishment of i-Base station duly synchronized with APCORS network and acquire Drone data for collection of Raw images. Using AP CORS network, to collect Ground Control Points for Ortho Rectification Process and checkpoints for quality checking of ORIs.	Sq.km	Urban Local Body 6 months From date of Award of Contract	For one Sq.km				
2	Post Processing for generation of ORI and DEM, supply of ORI Hard copy in AO/A1 size 90GSM paper for entire ULB and WARD separately	Sq.km		For one Sq.km				
Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date] NB: The cost of mobilization, deployment and use-rate of equipment, h/w, s/w, other costs associated with Preparation of site wages/salary of manpower deployed and all other expenses incurred on items 1 to 5 shall be deemed to be included under respective items inclusive of all taxes <b>The Bidder shall quote unit price per Sq.km (inclusive of all taxes) for the entire services shown at column no 2 above.</b>						Total bid Price:		

## **7. UNDERTAKING FOR NON-DISCLOSURE OF CONFIDENTIAL DATA DECLARATION FORM**

To

The Commissioner, Survey Settlement and Land Records Vijayawada, Andhra Pradesh 520008

Sir,

I / We,..... (herein after referred as Service Provider) understand the importance, size of the scheme and the necessity to ensure confidentiality and security of the data.

Service Provider hereby, undertakes further that

1. Service Provider will access the data only for the Agreed Duties defined in the bid document for which Service Provider is authorized explicitly. On no occasion will Service Provider use this data, including personal or confidential information, for his/her personal interest or advantage, or for any other commercial purposes and shall not share to any others.

2. Service Provider will maintain the privacy and confidentiality of all accessible data and understand that unauthorized disclosure of personal/confidential data is an invasion of privacy and may result in the Service Provider's award of contract with TIA being terminated with immediate effect, besides criminal action against Service Provider

3. Service Provider understand that where the Service Provider have been given access to confidential information, Service Provider is under a duty of confidence and would be liable under law for civil and criminal consequences including for any inappropriate breach of confidence in terms of disclosure to third parties and also for invasion of privacy if Service Provider were to access more information than that for which Service Provider have been given approval or for which consent is in place.

4. Service Provider agrees to notify TIA immediately should the Service Provider become aware of an actual breach of confidentiality or a situation which could potentially result in a breach, whether this be on Service Provider part or on the part of another person.

5. Finally, the Service Provider shall not retain, disclose or use any information or data collected in this project for any personal or commercial activities.

6. Service Provider accepts to blacklisting our firm for minimum period of 5 years besides criminal action against us in case of disclosure of any confidential data of this project.

Signature

Date:

Name of the Service Provider and address:



## **PART 2 – SUPPLY REQUIREMENTS**

## **SECTION V – SCHEDULE OF REQUIREMENTS**

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## 2. ACTIVITY SCHEDULE

Service	Description of Service	Quantity <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i> <i>[Insert after modifying as appropriate deleting inapplicable items from the following:]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>
1	Provision of Ground controls including check points & Drone Data Acquisition.		Sq.Km	Urban Local Body	06 months from date of Award of contract
2	Post Processing for generation of ORI and DEM, supply of ORI Hard copy in AO/A1 size 90GSM paper for entire ULB and Ward				

NOTE: Detailed **Activity Schedule** shall be provided by the Service Consumer/Employer at time of supply of data basing on the volume of field work.

### 3. TECHNICAL SPECIFICATION

#### I. General:

Drone Survey shall be carried out for producing High Fidelity 3D engineering ready in the State of Andhra Pradesh. Data will be captured with reference to control network already established by CORS Network/Govt of AP GCP's in State of Andhra Pradesh. To achieve the required accuracy, the bidder will have to establish ground control points and well distributed check points in each Urban Local Body prior to flying.

The following data will be provided to the Service Provider:

Area of Interest (AOI) in either .shp or .kmz format.

Observation Data of CORS stations and their positional coordinates

Facility of NRTK (Network RTK) if RTK rovers are used.

#### 1. Broadly, the Service Provider would need to provide the following services:

- (i) Provision of Ground controls for PPK base station as per requirements of project to achieve the required accuracy and also for check points which shall be referenced with CORS network established by MA&UD Dept, Govt of AP
- (ii) Procuring necessary clearances from DGCA & Ministry of Defense, other agencies of Government of India for flying over the AOI to acquire Drone data, Imagery etc.
- (iii) Compliance of DGCA Regulatory Requirements for Operation of Civil Remotely Piloted Aircraft System (RPAS) issued by DGCA vide latest Notification 2021.
- (iv) Preparation of Mission planning
- (v) The service consumer will provide geo-referenced village maps.
- (vi) The Service provider shall superimpose the geo-referenced village maps duly showing the survey nos. on the ORI and supply soft & hard copies of ORIs with village map and tiles as per specimen copies enclosed
- (vii) Post-processing of Drone captured data to produce the following in soft and hardcopy:
  - a. ORI (Ortho Rectified Image) in ecw/ Geotiff and .pdf Format and supply of ORI Hard and soft copy in A0/A1 size 90 GSM paper for entire village and habitation separately
  - b. DSM
- (viii) **QA/QC:** The Service Consumer do select adequate check points at random and uniformly distributed across the village and observe geo-cods using GNSS rovers in RTK mode. The same check points shall be generated geo-codson ORI and compare the geo-cods of the check points observed on ground and generated on ORI. The RMS value should be within the accuracy parameters. Therefore, the Service Provider shall ensure quality by testing on ground as well as in Lab before supplying

➤ The Service provider shall superimpose the geo-referenced ULB/Town Survey maps and digitized cadastral maps duly showing the Town Survey nos. on the ORI

- (i) **However**, due to any reasons whatsoever, if the supplied ORI is not properly visible to the satisfaction of the Service Consumer/Employer and not meet the accuracy parameters, the Service Provider, on receiving the quality check report from the dept. shall rectify the ORI by reprocessing and ensure that the generated ORI shall meet the prescribed accuracy

standards. **For further clarity on inspection and testing, refer Clause 5 “Inspections and Testing” under Section V of the RFP**

- (ii) Meeting the Quality Control/Quality Assurance(QC/QA) requirements to establish correctness at each stage.
- (iii) Meeting the horizontal accuracy validated through independent means.
- (iv) Compliance with other product requirements such as file naming, datum and projection , units, etc.
- (v) Delivery of raw data, other products and supporting reports



## II. SPECIFICATIONS OF UAS/DRONE BASED SYSTEM FOR IMAGE CAPTURING

<b>Technical Specifications</b>			
<b>S. No.</b>	<b>Description</b>	<b>Required Specification without operator</b>	<b>Bidder's Offered Specifications / Compliance / Deviation</b>
			<b>Statement (to be filled up by BIDDER)</b>
1.	UAS Type	Professional Grade for surveying and mapping (ASPERDGCAGUIDELINES)	
2.	Landing & Takeoff	Vertical Take Off and Landing (VTOL)	
3.	Emergency Recovery Mode	Ability to return back to launch pad or home position with landing	
4.	Maximum Takeoff weight (MTOW)	Up to the service provider	
5.	Flight Height above Ground Level	120m AGL with Terrain tracing Capability	
6.	Endurance or Max flight time	Minimum 40 Minutes	
7.	Sensor or Camera	One high resolution RGB camera with minimum resolution 20MP or more. Drone camera should capture the image in fix mode.	
8.	GNSS Grade	Both PPK/RTK Enabled on board GNSS along with Base (Master) GNSS receiver with L1 & L2 frequencies capable to achieve accuracies stipulated in bid-document.	
9.	Nominal Coverage at 120m (400 ft) Forward Overlap: 80 % Side Overlap : 70%	1 sq km with less than 5cm GSD in a single flight	
10.	Operational wind Speed	Minimum 8m/s or higher	
11.	Ground Sampling Distance (GSD)	5cm or better (All pixel so image)	
12.	Average X,Y accuracy	$\leq 10$ cm RMSE <sub>x</sub> /RMSE <sub>y</sub> as per ASPRS positional accuracy standards for Digital Geospatial Data (2014)	
13.	Average Z accuracy	$\leq 20$ cm RMSE <sub>z</sub> as per ASPRS positional accuracy standards for Digital Geospatial Data (2014)	
14.	Security	128 bit encryption	
15.	Flight planning & control software	A navigation software package that enables the user to plan and perform complex flight patterns for different surveying applications (Corridor and Area mapping) and should allow the combination	

of telemetry data with the recorded images/data. The software should feature the functions that enable to plan, fly and prepare the data for post processing for different applications. Package should include at least following features:

SI No .	SpatialLayer	Geometry
1	Administrative Boundaries	Polygon
2	Municipal & Planning Boundaries	Polygon
3	Road	Polyline
4	Rail	Line
5	Bridges	Polygon
6	Fly Over	Polygon
7	Water Bodies	Polygon
8	Building Footprints	Polygon
9	Cadastral Boundaries/ Property line	Polygon
10	Open plots	Polygon
<b>Urban Land Use</b>		
11	Residential	Polygon
12	Commercial	Polygon
13	Industrial	Polygon
14	Mixed	Polygon
15	Educational services	Polygon
16	Health services	Polygon
17	Central/State Govt properties & buildings	Polygon
18	Religious buildings/structures	Polygon
19	Wasteland	Polygon
20	Green Areas(Parks, Urban forest, avenue plantation etc)	Polygon
21	Municipal Dumping sites	Polygon
22	Heritage sites	Polygon
23	Recreation sites	Polygon
24	Agriculture land	Polygon
25	Wet lands	Polygon
26	Open Drain	Line/polygon
27	Water Pumping Stations	Polygon
28	Approved Layouts Boundary	Polygon
29	Public utilities	Polygon/points

- Flight Plan editor & monitoring Flight book
- Photo count display during flight
- Should permit use of 3D data for flight planning in hilly/rolling terrain/urban area with high rise buildings. Should have the interface to insert SRTM data other than default
- Real time tracking and live data Preview
- Link loss time should be flexible/Drone pilot

		<p>centric so that he can fix the same on the basis of flight duration.</p> <ul style="list-style-type: none"> <li>• Should have the capability of flight/mission planning of adjacent villages/polygon (more than one village/polygon) simultaneously at once before commencement of flight simultaneously and also automatic navigation of Drone after completion of one polygon to another planned polygon without specific command of Pilots.</li> <li>• Should have one software for both flight planning &amp; Geo-tagging and should have optimal input for GNSS coordinates</li> <li>• Should have capability of recording more than one flight data without being downloading the same after each flight. All the flight data can be downloaded at once after closing the every day work.</li> <li>• Should have capability to store each day data of different flights separately.</li> <li>• The geo-tagged images should provide the INS data along with the coordinates for input into the image processing software</li> <li>• On board GNSS observation file should be available separately. Drone camera should capture photos of mission polygon only with specified overlap i.e., it should not capture unwanted photos while moving from one flight line to another in particular mission polygon.</li> </ul>	
16.	Data Link	Communication data link complying with International standard and certification. Frequencies used should not interfere with other users allocated frequency spectrum	
17.	Communication distance between GCS and flying Drone/UAV	Upto VLOS as per CAR guidelines	
18.	Operational Temperature	+5 to +50°C	
19.	The UAV/RPAS provided by bidder shall also be equipped with the following serviceable components/ equipment	i. GNSS for horizontal and vertical position fixing	
		ii. Autonomous Flight Termination System or Return Home (RH) option.	
		iii. Flashing anti-collision strobe lights	
		iv. No permission – No Take-off (NPNT) compliant for APP based real time tracking. NPNT Hardware and Firmware shall be tamper proof.	
		v. Fire resistant identification plate inscribed with UIN	
		vi. Flight controller with flight data logging capability	

		vii. SSR transponder (Mode 'C' or 'S') or ABS out equipment (if intended to operate beyond 400 feet/120m AGL)	
		viii. Barometric equipment with capability for remote sub-scale setting	
		ix. Geo-fencing capability	
		x. Detect and Avoid capability	
		xi Manufacture Serial Number	
		xii 360-degree collision avoidance system.	
20.	DGCA Guideline	The Professional Survey Grade RPAS/Drones should be compliant to the latest DGCA guidelines.	

### III. SPECIFICATION OF DRONE DATA ACQUISITION

Coverage	1. Area finalized & signed by concerned Municipal Authorities and will be supplied as AoI in the Key Map.
Collection condition	2. Sun angle no less than 30 degree to minimize shadow. 3. The project site has relief changes due to built up area therefore photograph should be captured at high sun angle to avoid shadows due to these high relief formations. 4. Cloud free with minimal smoke, smog, fog and dust. 5. To avoid breaks within individual flight lines. 6. Open space should be chosen for the flight and landing of drone to avoid endanger to public or property.
Outturn	It is expected that Service provider will carry out drone flying in average 10 Sq Km per day and on an average around 150 Sq Km per month.

### IV. SPECIFICATION OF ORTHO RECTIFIED IMAGE

S. No.	Description	Specifications
1	Coverage	As per AoI with 100 m buffer all around.
2	GSD	5 cm or better
3	Bands	RGB (Three band natural color imagery)
4	Image format	Uncompressed Geo-TIFF
5	Horizontal accuracy	$\leq \pm 10$ cm 95% confidence interval ( $1.96 \times \text{RMSE}$ )
6	Imagery Product	Seamless mosaic covering the project area and non-overlapping, edge matched.
7	Radiometric Resolution	Minimum 8 bit per band in accordance with chosen image format
8	Delivery Dates	As per the project timeframe. Raw photograph to be submitted with Raw Drone data and processed OrthoRectified Image.
9	Horizontal Datum	The World Geodetic Datum 84 (WGS-84)
10	Map Projection	The coordinate system for all deliverables is the Universal Transverse Mercator (UTM).
11	Vertical Datum	All deliverables specified below as ellipsoidal will be in terms of the WGS-84 reference frame.

12	Survey Control	<p>Geo-tagging and Ortho-image generation: It is expected that On board GNSS/IMU and I base Ground Control GNSS data established for Drone survey be used for Geo-tagging and ortho imageproduction..</p> <p>Supplemental ground control i.e. (5 Check Points per Urban Local Body polygon) should be submitted that with client for independent check of Ortho rectified image.</p> <p>All raw survey control data used or derived from thiscontract must be supplied to client to ensure independent Quality Assurance (QA) of the survey operations, and for possible use in other surveysrequiring these. It is therefore essential that all I baseground stations are permanently marked in accordance with the Survey of India standards.</p> <p>4. The primary ground control and check point surveys must be referenced to the survey of India references.</p>
13	Ortho rectification	<p>The digital elevation model created in post processingfrom Drone data shall be used for rectification process.</p> <p>The rectification process shall use the suitable technique to ensure high accuracy and image quality.</p> <p>The mosaicking process shall minimize image distortions and smearing and produce a seamlessedge-matched product.</p> <p>Processes will be used during ortho-rectification to avoid the presences of warped and misaligned aboveground transportation features.</p> <p>Ortho rectified Image shall be tonally balanced prior to generation of an image mosaic. Relative join (misalignment) of transportation features between adjacent image chips/tiles shall be within the tolerance defined by the horizontal positional accuracy requirement set out above.</p> <p>The rectification process shall involve a solution of the appropriate photogrammetric equations for each pixel in the output image. It is not preferable to solvephotogrammetric equations at anchor points only andthen warp the content of the original image between the anchor points.</p> <p>The service provider will describe its approach for ortho-rectification and get it approved from client.</p>
14	Radiomet ry	<p>1. All images should be clear and sharp in detail with nolight streaks, static marks, scratches, ice effect or other noticeable blemishes. The imagery should be free from defects, such as out-of-focus imagery, and should not contain inconsistencies in tone and/or density. The ortho-rectified image should be freefrom tilt and relief displacement. To ensure consistency, the imagery should be radio metrically and geometrically corrected to enable adjacent files to be displayed simultaneously without obvious distinctions between them.</p>

## V. OUTPUT DATA SPECIFICATIONS

S.No.	Description	Specifications
1	File naming	File naming as per requirements/suggested by client
2	GNSS Data for occupations of I base-stations and Check Points	<ol style="list-style-type: none"> <li>GNSS data (Raw and Processed) for all I base station and Check Points to be provided in RINEX format (Receiver Independent Exchange Format) and point data in shape file format and CSV format with attributes required.</li> <li>QC report of check points created by RTK GNSS Survey containing variance, base data age, Pdp, no. of satellite, cycle slip, solution type and other quality indicators along with x,y, z of checkpoint</li> <li>GPS observation log sheets should include the following details: <ol style="list-style-type: none"> <li>Survey mark id</li> <li>Occupation time &amp; date</li> <li>Antenna height measurements</li> <li>Instrument/antenna types &amp; serial numbers</li> <li>Description of observation site</li> </ol> </li> <li>The GPS observation log sheets and raw and processed data sheet should be provided in pdf format or Excel spreadsheet if data is captured digitally.</li> </ol>
3.	Drone Data	Raw Drone data/images in Jpeg format along with fly log, onboard GNSS/IMU data
4.	Co-ordinate system	All deliverables must conform to UTM projection and WGS-84 datum. File sizes cannot exceed 1 gigabyte, unless otherwise specified by service Consumer. Each file must be organized to facilitate data manipulation and processing
5	ORI	<ol style="list-style-type: none"> <li>PostProcessed ORI of each village in Geo-tiff with GSD 5cm or better and Horizontal accuracy shall be <math>\pm 10</math> cm or better. RMS Ex/ RMSEy horizontal accuracy class</li> <li>Digital Surface and Elevation Model with accuracy <math>\pm 20</math>cm or better. RMSEz vertical accuracy class Above said accuracy classes are as per ASPRS positional accuracy standards for Digital Geospatial Data (2014)</li> </ol> <p>ORI in any other compressed format like tpk etc. as decided by Service Consumer/Employer</p>
6	Output of ORI Maps	All deliverables must conform to the projection, datum, and coordinate system specified in the tender document. File sizes cannot exceed 1 gigabyte, unless otherwise specified by the Govt of AP. Each file must be organized to facilitate data manipulation and processing. All deliverables must be in PDF, Geo TIFF format or any other compressed format as per Govt. Of AP requirement.
7	Point Cloud	The Original Point cloud data shall be supplied in LAZ format for the ULB or part of ULB.
8	DSM/DEM	DSM/DEM data in Geo-tiff format
9	Digital Terrain Model (DTM)	DTM data in Geo-tiff format

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11	Data Delivery Reports	<p>A delivery report describing the contents of the data supplied with every data delivery (interim, staged, final).</p> <p><b>1. Collection Report:</b> Drone data collection report detailing mission planning and flight logs will be submitted.</p> <p><b>2. Survey Report:</b> A survey report detailing the collection of all ground control including the following will be submitted:</p> <ul style="list-style-type: none"> <li>• RTK and PPK Ground Control points</li> <li>• Checkpoints</li> </ul> <p><b>3. Post Processing Report:</b> Post Processing Report detailing GNSS data, Drone image processing, ORI generation, DSM/DEM generation will be submitted.</p> <p><b>4. QA/QC Report:</b> AQA/QC report, detailing procedures for analysis, accuracy assessment and validation of the following will be submitted. GNSS ground control Point data (Absolute vertical accuracy/relative vertical accuracy) Drone image processing, ORI, DSM/DEM generation</p>
12	Delivery Media	Data should be delivered on External Hard Drive. External hard drives will be retained by Service Consumer. Data deliveries should be clearly labeled with name of Service Provider, date of supply and list of contents.
13	Report Formats	All reports are to be provided in Word (.doc/.docx) format, Excel spreadsheet (.xls/.xlsx) or appropriate Digital format as approved by Service Consumer.

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

Quality Control/Quality Assurance (QC/QA) of the Drone derived data is primarily the responsibility of the Service Provider to the satisfaction of the Service Consumer/Employer which may include but not limited to the deployment of the QA/QC by the third party on behalf of Service Consumer/Employer. The Govt. of A.P. may perform QC/QA testing with the constitution of Quality Control Committee at each district Level. Pragmatic QA specifications would need be agreed by the Service Provider with the Govt. of A.P. (Govt of AP) in regard to intermediate steps of Drone data acquisition and post-processed Drone data. The derived products will be evaluated for spatial accuracy and general conformation to prescribed requirements.

## VII. QUALITY ASSURANCE REPORT SPECIFICATIONS FOR DELIVERABLES

<b>I FOR ORTHO RECTIFIED IMAGE</b>		
<b>Sl. no</b>	<b>Description</b>	<b>Specifications</b>
1	Horizontal accuracy and GSD	(a) Horizontal accuracy shall be 10 cm or better (b) GSD 5cm or better
2	Procedure	1. Visual inspection of the mosaic to check blurred imagery, improper colour balancing, colour bleeding and shadow details, edge mis-matches and waving effects. Ortho rectified Images should be clear and sharp in detail with no light streaks, static marks, scratches, ice effects or other noticeable blemishes. The ORI should be free from defects, such as out-of-focus image/photo, and should not contain inconsistencies in tone and/or density. The ORI should have no distortions and smearing and should be seamless edge-matched and of highest quality. Horizontal accuracy of the Ortho rectified image of all village polygon will be checked using GNSS coordinated of Check Points. 3. Should more than 5% of the ORI that are subjected to external QC fail to meet the specifications laid down in Tender Document, all products will be returned to the service provider for further QA to identify the extent and cause of the problems so established. The service provider will be expected to rectify these problems, and (where necessary to comply with the specification) make new products at his own cost. 4. QC shall be conducted at 1:100 image scale
<b>II FOR GROUND CONTROL POINT</b> (To be carried out by SSLR or a 3rd Party QC/QA agency appointed by SSLR)		
<b>Sl. no</b>	<b>Description</b>	<b>Specifications</b>
1.	Horizontal Accuracy	2.5cm or better RSME x and RSME y horizontal accuracy For both I base Stations and Check Points



2.	Procedure	<p>The accuracy of the ground control points (I base stations &amp; Check Points) will be checked by Network Adjustment Report submitted by service provider as deliverables.</p> <p>The Service Consumer/Employer may process the GNSS data of RTK and PPK station and Check Points provided in RINEX format for independent check.</p> <p>Accuracy of check points provided by RTK observation shall be reported as complied to meet 2.5cm horizontal accuracy by reporting quality indications as below</p> <ol style="list-style-type: none"> <li>1. Variance in x/y <math>\leq 0.01\text{m}</math> &amp; in z <math>\leq 0.02</math></li> <li>2. No. of satellite <math>\geq 12</math></li> <li>3. PDOP <math>\leq 2.0</math></li> <li>4. Base data age <math>\leq 1.0</math></li> <li>5. Solution type – fixed</li> </ol> <p>Should more than 5% of the GNSS data that are subjected to external QC fail to meet the specifications the service provider is expected to rectify these problems, and where necessary to comply with the specification make fresh GNSS observation at his own cost to achieve the required accuracy.</p>
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## **VIII. SERVICE PROVIDER RESPONSIBILITIES**

- a) The Service Provider will have the responsibility for obtaining clearance from GoI agencies and concerned state agencies for flying over the survey area, acquiring and processing Drone data including QA/QC, and delivery of raw and processed products to Govt. of A.P.
- b) The Service Provider shall set up a local office at the allocated package area in Andhra Pradesh for coordinating flying and data acquisition, and processing, and interaction with the Govt of AP. Service provider will create necessary infrastructure (See below) for office and technical work.

### **Production Site:**

The Service Provider will be responsible for setting up of secure production centre, with servers, Desktop/ Workstations, biometrics and other infrastructure within one month of Signing of the contract. The secure and high performance Production Centre will be located in A.P location. The production center should contain high-end server to work in client server mode with all work stations used for processing in LAN. It should also contain Industry standard licensed enterprise server application to manage the production workflow to handle storage of raw Data, key intermediate data, data under process and Processed Data/deliverables. For establishment of production centre, Govt. of A.P will only provide site on “as is where basis” in the State of Andhra Pradesh.

The Service provider shall be responsible for all site preparatory works such as data& electric networking in the premises at GOVT OF AP location. Provision of appropriate Storage System along with Controller and OS licensed version, servers, back-up devices, computer hardware, software, networking in the sites, with the required internal electric wiring, furniture, UPS, Generators etc.

All the software installed in the production center should be of licensed version.

The service provider should setup processing centers with appropriate space to handle input data and process it efficiently and comply with the security instructions issued by Govt. of A.P during production.

- c) The Service Provider will have the responsibility to ensure compliance of DGCA issued guidelines for Requirements for Operation of Civil Remotely Piloted Aircraft System(RPAS)
- d) SP has to provide insurance for all kinds of risk and accidental to the Manpower, machinery, and third-party if any shall be covered
- e) In the safety of workers, employees of the contractor/Service provider if any and Staff & officers of the employer and other public, the contractor shall take all necessary precautions and safety measures as per the instructions, other norms and guidelines in force time to time of the state and central governments with regard to COVID-19 preventive conditions so long in force about strict observations as part of the project.
- f) The Contractor shall provide the Original Equipment Manufacturers Authorisations/ Warranty of all electronic, electrical and other critical equipment and Contractor's Documents specified in the Contract, and all Contractor's Personnel, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects. The Works and service contract shall include any work which is necessary to satisfy the Employer's Requirements, or is implied by the Contract, and all works and service which (although

not mentioned in the Contract) are necessary for stability or for the completion, or safe and proper operation, of the Works and service in its sustainability to achieve the purpose of the project.

g) The Contractor shall be responsible for the adequacy, stability and safety of all Site (which includes virtual) and service delivery operations, of all methods of installation and of all the Works and service. The Contractor shall, whenever required by the Employer, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works and in providing of service. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Employer. The Employer or his representative shall be entitled to audit any aspect of the system. Details of all procedures and compliance documents shall be submitted to the Employer for information before each design and execution stage is commenced. When any documents of a technical nature are issued to the Employer, evidence of the prior approval by the Contractor himself shall be apparent on the document itself.

h) The Contractor has to make his own arrangements and at his own cost the specified manpower and such other facilities and provisions including to site office etc., required for the works/service and to the accommodation of his workers (skilled and un-skilled) and at work sites, fair wages/remuneration, statutory insurance of manpower, their security and safety measures, compliance of various statutory provisions for commencement, execution and completion of the works contract, save those specifically agreed to be provided by the employer.

i) The Contractor shall dispose of the pollutants and waste if any time to time during the execution of the contract works as per PCB norms with prior permission of the Employer or as and when required by the Employer.

## **IX. Service Consumer/Employer Responsibilities**

- a)** Provide necessary documentation for obtaining clearance from GoI and GoAP agencies if needed.
- b)** Facilitation of interactions with GoI agencies and with state agencies if needed.
- c)** The SERVICE CONSUMER/Employer shall provide Static observation data of CORS network for Ground Control.
- d)** Release of funds and review of reports according to the agreed schedule.
- e)** Constitution of a Technical Committee to support for interaction with the Service Provider on technical issues through the contract period, and in reviewing reports and recommending follow-on actions, QA/QC and for evaluating digital products prior to acceptance.
- f)** The Govt. of A.P. shall nominate suitable officer to coordinate the activities, and provide necessary interaction at appropriate times to avoid any disturbance and loss of time for carrying out the assignment.
- g)** Notification for entry to the land for surveying & authorization letter to civil authorities shall be given to the Service Provider.
- h)** Any other facilities like providing manpower and input, mutually agreed upon by TIA and the Service Provider.

**4.**

## **DRAWINGS**

(To be inserted if required)

**Plotter cloth with waterproof colour print**

## **5.**

### **INSPECTIONS AND TESTS**

Inspection and Tests of following activities but not limited to;

- a. Ground Control Points
- b. UAS/Dronetochecksurveyequipment/sensorbeforeundertakingDronesurveys.
- c. Post Processed data
- d. Hard Copy of ORIs

**6.**

## **TENTATIVE AREA OF PROJECT SURVEY**

## **PART 3 –CONTRACT**



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

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## Section VI. General Conditions of Contract

### 1. General Provisions

<b>1. Definitions</b>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) The Adjudicator is the person appointed jointly by the Service Consumer/Employer and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.</p> <p>(b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;</p> <p>(c) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Service Consumer/Employer.</p> <p>(d) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;</p> <p>(e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;</p> <p>(f) “Day works” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.</p> <p>(g) “Service Consumer/Employer” means the party who employs the Service Provider</p> <p>(h) “Foreign Currency” means any currency other than the currency of the country of the Service Consumer/Employer;</p> <p>(i) “GCC” means these General Conditions of Contract;</p> <p>(j) “Government” means the Government of Andhra Pradesh;</p> <p>(k) “Local Currency” means the currency of India;</p> <p>(l) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities;</p>
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	<p>“Members” means all these entities, and “Member in Charge” means the entity specified in the SCC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Service Consumer/Employer under this Contract;</p> <p>(m) “Party” means the Service Consumer/Employer or the Service Provider, as the case may be, and “Parties” means both of them;</p> <p>(n) “Personnel” means persons hired by the Service Provider or by any Subservice Provider as employees and assigned to the performance of the Services or any part thereof;</p> <p>(o) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Service Consumer/Employer;</p> <p>(p) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Service Consumer/Employer</p> <p>(q) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;</p> <p>(r) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Service Consumer/Employer</p> <p>(s) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in bidding document; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.</p>
<b>1.2 Applicable Law</b>	The Contract shall be interpreted in accordance with the laws of the Service Consumer’s/Employer’s country, unless otherwise <b>specified in the Special Conditions of Contract (SCC).</b>
<b>1.3 Language</b>	This Contract has been executed in the language <b>specified in the SCC</b> , which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
<b>1.4 Notices</b>	Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile or e-mail to such Party at the address <b>specified in the SCC.</b>
<b>1.5 Location</b>	The Services shall be performed at such locations as are specified in Section V in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government of Andhra Pradesh or elsewhere, as the Service Consumer/Employer may approve.
<b>1.6 Authorized Representatives</b>	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Service Consumer/Employer or the Service Provider may be taken or executed by the officials <b>specified in the SCC.</b>
<b>1.7 Inspection and</b>	Inspection and Audit shall be carried out as per the provisions of GFR

<b>Audit</b>	2017 and Government of Andhra Pradesh
<b>1.8 Taxes and Duties</b>	The Service Provider, Subservice Providers, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
<b>2. Commencement, completion, modification and termination of contract</b>	
<b>2.1 Effectiveness of Contract</b>	This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be <b>stated in the SCC</b> .
<b>2.2 Commencement of Services</b>	<p>Before commencement of the Services, the Service Provider shall submit to the Service Consumer/Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.</p> <p>The Service Provider shall start carrying out the services thirty (30) days after the date the Contract becomes effective, or at such other date as may be <b>specified in the SCC</b>.</p> <p>Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is <b>specified in the SCC</b>. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities</p> <p>Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of competent authority in Government of Andhra Pradesh, has been obtained.</p>
<b>2.2.1 Program</b>	
<b>2.2.2 Starting Date</b>	
<b>2.3 Intended Completion Date</b>	
<b>2.4 Modification</b>	
<b>2.5 Force Majeure</b>	<p>For the purposes of this Contract, “Force Majeure” (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrongdoing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party’s nonperformance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in</p>
<b>2.5.1 Definition</b>	

<p><b>2.5.2 No Breach of Contract</b></p> <p><b>2.5.3 Extension of Time</b></p> <p><b>2.5.4 Payments</b></p>	<p>whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.</p> <p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p> <p>Any period within which a party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.</p>
<p><b>2.6 Termination</b></p> <p><b>2.6.1 By the Service Consumer</b></p>	<p>The Service Consumer/Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:</p>
<p><b>2.6.2 By the Service Provider</b></p>	<p>(a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Service Consumer/Employer may have subsequently approved in writing;</p> <p>(b) if the Service Provider become insolvent or bankrupt;</p> <p>(c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than ninety (90) days; or</p> <p>(d) if the Service Provider, in the judgment of the Service Consumer/Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Service Consumer/Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) of this Sub-Clause 2.6.2:</p> <p>(a) if, as the result of Force Majeure, the Service Provider is unable</p>

<p><b>2.6.3 Shortage of Budget</b></p> <p><b>2.6.4 Payment upon Termination</b></p>	<p>to perform a material portion of the Services for a period of not less than ninety (90) days.</p> <p>In the event the budget is curtailed by Govt. of A.P. and it would not be possible to make future payments to Service provider due to shortage of budget, the Contract may be terminated with approval of competent authority of Govt. of A.P.</p> <p>Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Service Consumer/Employer shall make the following payments to the Service Provider:</p> <p>(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;</p> <p>(b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel</p>
<p><b>3. Obligations of the Service Provider</b></p>	
<p><b>3.1 General</b></p>	<p>The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Service Consumer/Employer, and shall at all times support and safeguard the Service Consumer's/Employer legitimate interests in any dealings with third parties.</p>
<p><b>3.2 Conflict of Interests</b></p> <p><b>3.2.1 Service Provider Not to Benefit from Commissions and Discounts</b></p> <p><b>3.2.2 Service Provider and Affiliates Not to be otherwise Interested in Project</b></p> <p><b>3.2.3 Prohibition of Conflicting Activities</b></p>	<p>The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that their affiliate's Personnel similarly shall not receive any such additional remuneration.</p> <p>The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.</p> <p>Neither the Service Provider nor the Personnel shall engage, either</p>



	<p>directly or indirectly, in any of the following activities:</p> <p>(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;</p> <p>(b) during the term of this Contract, neither the Service Provider nor its affiliates shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;</p> <p>(c) after the termination of this Contract, such other activities as may be specified in the SCC.</p>
<b>3.3 Confidentiality</b>	<p>The Service Provider and the Personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or <b>Confidentiality</b> information relating to the Project, the Services, this Contract, or the Service Consumer's/Employer business or operations without the prior written consent of the Service Consumer/Employer. The service provider shall not retain, disclose or use any information or data collected in this project for any personal or commercial activities. The Bidder/Service Provider shall submit Declaration form for undertaking Non-disclosure of confidential data as mentioned in Clause 8 of Section IV Bidding Forms in the RFP.</p>
<b>3.4 Insurance to be Taken Out by the Service Provider</b>	<p>The Service Provider (a) shall take out and maintain own cost but on terms and conditions approved by the Service Consumer/Employer, insurance against the risks, third party and for the coverage, as shall be specified in the SCC; and (b) at the Service Consumer's/Employer request, shall provide evidence to the Service Consumer/Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p> <p><b>The employer is not intending to take any Insurance coverage as the G.O.Ms.No.5, Finance (Works &amp; Projects-F7) Dept., dt.05.03.2014 have issued orders dispensing with mandatory insurance cover of all works.</b></p> <p><b>However, it will not exempt the bidder/ contractor/service provider so far as statutory liability to take insurance coverage for vehicles/drones, workmen/ employees of the /contractor/ service provider and of the employer staff being utilised as such it is for the contractor to take insurance for the workers and vehicles/drones etc., besides property and material of him and of the employer with him, else to bear own risk to make good for any loss/damage etc., accidental or otherwise.</b></p> <p><b>Employer`s right to withhold final payment/s in any contingency: In case of any claim by any workman pending in any court of law or tribunal involving the employer also with the /contractor/service provider, the employer is entitled to retain amount in relation to the claim from bills of contractor till the claim is cleared”.</b></p>

<b>3.5 Service Provider's Actions Requiring Service Consumer's Prior Approval</b>	The Service Provider shall obtain the Service Consumer's/Employer prior approval in writing before taking any of the following actions: (a) Deleted, (b) appointing such members of the Personnel not listed by name in Table 1.5(c) under Sub-Section 3 of Section IV in the RFP (c) changing the Program of activities; and (d) any other action that may be <b>specified in the SCC</b>
<b>3.6 Reporting Obligations</b>	The Service Provider shall submit the reports and documents within the stipulated time to the Service Consumer/Employer as specified in the Bidding document.
<b>3.7 Documents Prepared by the Service Provider to Be the Property of the Service Consumer</b>	All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Service Consumer/Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Service Consumer/Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be <b>specified in the SCC</b> .
<b>3.8 Liquidated Damages</b>  <b>3.8.1 Payments of Liquidated Damages</b>  <b>3.8.2 Correction for Over payment</b>  <b>3.8.3 Lack of Performance penalty</b>	<p>The Service Provider shall pay liquidated damages to the Service Consumer/Employer at the rate per day <b>stated in the SCC</b> for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount <b>defined in the SCC</b>. The Service Consumer/Employer may deduct liquidated damages from payments due to delay in work by the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.</p> <p>If the Intended Completion Date is extended after liquidated damages have been paid, the Service Consumer/Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate.</p> <p>If the Service Provider has not corrected a Defect within the time specified in the Service Consumer's/Employer notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and <b>specified in the SCC</b>.</p>
<b>3.9 Performance Security</b>	The Service Provider shall provide the Performance Security of amount <b>as specified in the SCC</b> to the Service Consumer/Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Service Consumer/Employer, and denominated in the

	types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 60 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.
<b>4. Service Provider Personnel</b>	
<b>4.1 Description of Personnel</b>	The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Table 1.5(c) under Sub-Section 3 of Section IV in the RFP. The Key Personnel listed by title as well as by name in Table 1.5(c) under Sub-Section 3 of Section IV in the RFP are hereby approved by the Service Consumer/Employer.
<b>4.2 Removal and/or Replacement of Personnel</b>	<p>a. Except as the Service Consumer/Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.</p> <p>b. If the Service Consumer/Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Service Consumer's/Employer written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Service Consumer/Employer.</p> <p>c. The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>
<b>5. Obligation of the Service Consumer/Employer</b>	
<b>5.1 Assistance and Exemptions</b>	The <b>Service Consumer</b> /Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as <b>specified in the SCC</b> .
<b>5.2 Change in the Applicable Law</b>	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
<b>5.3 Services and Facilities</b>	The Service Consumer/Employer shall make available to the Service Provider the Services and Facilities listed as stated in SCC.
<b>6. Payment to the Service Provider</b>	
<b>6.1 Lump-Sum Remuneration</b>	The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all other costs incurred by the Service Provider in carrying out the Services as per the Bidding

	Document. Except as provided in Sub clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
<b>6.2 Contract Price</b>	(a) The price payable in local currency is <b>set forth in the SCC</b> .

<b>6.3 Payment for Additional Services, and Performance Incentive Compensation</b>	<p>1.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price shall be provided as per the mutually agreed format.</p> <p>1.3.2 <b>If the SCC so specify</b>, the service provider shall be paid performance incentive compensation as per the mutually agreed terms and conditions.</p>
<b>6.4 Terms and Conditions of Payment</b>	<p>Payments will be made to the Service Provider according to the payment schedule stated in the SCC. Unless otherwise <b>stated in the SCC</b>, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period <b>stated in the SCC</b>. Any other payment shall be made after the conditions listed <b>in the SCC</b> for such payment have been met, and the Service Provider have submitted an invoice to the Service Consumer/Employer specifying the amount due.</p>
<b>6.5 Price Adjustment</b>	Deleted.
<b>6.6 Day works</b>	<p>6.6.1 If applicable, the Day work rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Service Consumer/Employer has given written instructions in advance for additional services to be paid in that way.</p> <p>6.6.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Service Consumer. Each completed form shall be verified and signed by the Service Consumer/Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.</p> <p>6.6.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 1.6</p>
<b>7. Quality Control</b>	
<b>7.1 Identifying Defects</b>	<p>The principle and modalities of Inspection of the Services by the Service Consumer/Employer shall be <b>as indicated in the SCC</b>. The Service Consumer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Service Consumer/Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Service Consumer/Employer considers may have a Defect. Defect Liability Period is <b>as defined in the SCC</b>.</p>
<b>7.2 Correction of Defects, and Lack of Performance Penalty</b>	<p>(a) The Service Consumer /Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.</p> <p>(b) Every time notice for Defect is given; the Service Provider shall correct the notified Defect within the length of time specified by the Service Consumer's/Employer notice.</p> <p>(c) Failure to rectify OR after quality check which does not meet the standards</p>

as per technical specification mentioned in the “Section V”with in 7 days of such communication, may attract penalty upto 1.2times the quoted rate per sq. km. (calculated on pro-rata basis) will be deducted from the total bill of the service provider

- (d) Incase,theTargetMonthlyoutputof**200sq.km.** per month per drone cannot be met due to service provider’s fault (may it be due to technical issues or RPAS pilot fault or any other issue), service consumer may impose penalty up to 1.2 times the quoted rates for each sq. km. not covered, calculated on pro-rata basis may be deducted from the total bill of the service provider
- (e) In case, the service provider is not able to deploy the requisite number of drone teams as per the first delivery milestone, penalty as under shall be levied on the shortfall for number of drones and the same will be deducted from the payment released:
- Penalty (in Rs) on per drone per day basis for the shortfall within 14-28 days of the award of the work will be levied as 0.5 times the quoted rate (in Rs for per sq km). Total shortfall of drones within 14-28 days from the award of work will be account for while calculating the duepenalty.
  - Penalty(inRs)onperdroneperdaybasisfortheshortfallwithin29-43 daysoftheawardoftheworkwillbeleviedasequaltothequotedrate (in Rs for per sq km). Total shortfall of drones within 29-43 days from the award of work will be account for while calculating the due penalty.
- (f) In case, service provider fails to meet the delivery milestone (s) in providing the final deliverables duly accepted by the service consumerasperbiddocumentterms,andbreachesthecontracttermsinachievingthemilestones,followingpenaltywill be levied:
- Penalty equal to 5% of the quoted rate (in Rs per Sq km) for theshortfallareaforbreachingthedeliverymilestone-1.
  - Penalty equal to 10 % of the quoted rate (in Rs per Sq km) for the short fall area for breaching the deliverymilestone-2.
- (g) Incase of non-compliance of the standards of the services to be provided as per this agreement, the Service Consumer/ Employer would be at liberty to levy such penalty and terminate the contract as per the conditions detailed out below:

Activity	Default Detail	1 <sup>st</sup> Instance	2 <sup>nd</sup> Instance	3 <sup>rd</sup> instance	Remarks
Delay in starting the services	Services to start within Maximum 15 days	0.5 % of the Contract value	0.5 % of the Contract value	0.5 % of the Contract value	Period of each instance is 15 days

	Delay in carrying Out preventive Maintenance s per schedule	To be carried out as per intervals applicable	0.5% of billed amount for every day delay of 15days			
	Sub standard parts/Non-OEM Parts are used while undertaking replacement	No such occasion should happen	Penalty ofRs5000/- every one day delay			Any sub standard equipment will be rejected .
	Failure to address deficiencies pointed out at inspection	Any instance	Penalty ofRs1000/- every one-day delay	Penalty ofRs1500/- every one-day delay	Penalty ofRs2000/- one-day delay	After 3rd instance, the service consumer may continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance
	Log sheet maintenance	Log sheet to be maintained	Warning to be given	Rs 250	Rs 500	After 3rd instance, the buyer may continue to impose the same penalty as imposed

						for 3rd instance
	Delay in	48 hours of	Penalty of	Penalty of	Penalty of	After 3rd
	carrying out repair where no spare part change is required	reporting	Rs1000/- every one-day delay	Rs1500/- every one-day delay	Rs2000/- one-day delay	instance, the service consumer may continue to impose the same penalty as imposed for 3rd instance
	Delay in carrying out repair in where spare part change is required	Should be resolved within 72 hours of lodging	Penalty of Rs1000/- every one-day delay	Penalty of Rs1500/- every one-day delay	Penalty of Rs2000/- one-day delay	After 3rd instance, the service Consumer may continue to impose the same penalty as Imposed for 3rd instance

## 8. Settlement of Disputes

### 8.1 Amicable Settlement

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

### 8.2 Dispute Settlement

Disputes and modes of Settlement of claims/ disputes and place of exclusive jurisdiction

1.1- If any dispute arises between the Service Consumer/ Employer and



the Service Provider/ Contractor in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or immediately after their completion, the Service Provider shall communicate to the Commissioner (Survey, Settlements & Land Records) rep. the Employer/ Service Consumer in writing within 14 days of the dispute for amicable settlement interse and the Employer/ Service Consumer shall within 30-days therefrom give his finding thereon and communicate the same to the Service provider/Contractor.

1.2- In case of the Service provider/Contractor not satisfied with the same, he shall in writing make a request to the Employer/Service consumer supra, for referring the dispute to arbitration subject to the following:

1.3-There shall be an in-house arbitration for settlement of several small claims and the Chief Commissioner of Land Administration, Government of A.P. shall be the Sole Arbitrator to whom the dispute to be referred as stated in Cl.1.2 and only upto the limit of Rs.10,00,000/-as sole Arbitrator as it is a welcome feature to save time, money and manpower of both parties by providing the limit upto Rs.10,00,000/-

1.4-No doubt, the Government of Andhra Pradesh (while under the composite state) issued proceedings in G.O.Rt.No.116, Law (M-I) Department, dated.30-01-2002, with finance concurrence, to refer disputes to the ICADR in government contracts for arbitration up to Rs.10.00 Lakhs. Modified proceedings to G.O.Rt.No.116 supra are yet to be issued increasing said sum of Rs.10.00 Lakhs to Rs.10 Crore, from the cost of the work & service components in the present prevailing price from the estimates as per SOR are also increased many more times when compared to past 18-20 years.

1.5-From the above, it is directed that where the claim is below Rs.10.00 Lakhs to settle by in house arbitration supra as per the Indian Arbitration Act,1996 amended from time to time and where the claim is above Rs.10.00 Lakhs, it is up to Rs.10 Crores the dispute shall be referred to the International Centre for Alternative Dispute Resolution, Regional Centre, (ICADR), Andhra Pradesh, to nominate a sole Arbitrator from their panel (since covered by G.O.Rt.No.116 up to Rs.10.00 Lakhs, to read as above Rs.10.00 Lakhs and up to Rs.10 Crores till State Government issue modified proceedings by virtue of the above directions).

1.6-Further, where the claim value in dispute is above Rs.10 Crores, since the works & service contracts coming for judicial preview are all above Rs.100 Crores value, it is only to invoke the jurisdiction of civil courts of Vijayawada (Krishna District) within the State of Andhra Pradesh by excluding jurisdiction outside the State of Andhra Pradesh.

1.7-So far as seat of Arbitration and place of jurisdiction for the arbitration supra is at the seat of the office of TIA of Andhra Pradesh at

	<p>Vijayawada by excluding seat of Arbitration and place of jurisdiction outside the State of Andhra Pradesh.</p> <p>1.8-The language shall be in English with any translation to English from documents in local language with due certification.</p> <p>1.9-The expenses in internal arbitration shall be borne by respective parties and expenses and fees of the sole Arbitrator (external) shall be borne equally by both parties subject to final decision on costs by sole external Arbitrator. The fees is as per Schedule IV of the Arbitration Act, in addition to the remuneration payable to the ICADR.</p> <p>1.10-The arbitrator shall give a reasoned award and same is governed by the provisions of the Arbitration Act-1996 for either finality or execution or enforcement as the case may be.</p> <p>1.11-The service provider/ contractor shall not stop the contract service/works pending any issue raised for resolution with the employer as referred for internal adjudication or in seeking reference to arbitration and during pendency of arbitration as referred in other clauses supra including in pendency of any dispute in Civil Court and the like supra.</p>
<b>9. Duty of the contractor to take all necessary precautions &amp; safety measures including of COVID-19 preventive conditions</b>	In the safety of workers, employees of the contractor/Service provider if any and Staff & officers of the employer and other public, the contractor shall take all necessary precautions and safety measures as per the instructions, other norms and guidelines in force time to time of the state and central governments with regard to COVID-19 preventive conditions so long in force about strict observations as part of the project.
<b>10. Duty of contractor not to unilaterally withdraw or tinker with any of contract terms:</b>	The Contractor/ Service Provider once entered contract agreement, cannot withdraw, nor ask for novation, alteration or tinker with any of the contract terms and conditions, otherwise from default in performance makes liable for forfeiture of any amounts due and also the performance security, with all other consequences under the contract. It is the duty of the Contractor/ Service Provider to secure skilled and unskilled staff as per the pattern of strength, so also to provide the site office with facilities and the Drones, Equipment, accessories, etc., as per the terms of the contract.
<b>11. Non-withdrawal of the contract agreement by the Service Provider</b>	The contractor once entered contract agreement, cannot withdraw, nor ask for novation, alteration or tinker with any of the contract terms and conditions, otherwise from default in performance makes liable for forfeiture of any amounts due and also the performance security, with all other consequences under the contract. It is the duty of the contractor to secure skilled and unskilled staff as per the pattern of strength
<b>12. Contractor's General Obligations</b>	The Contractor shall design, execute and complete the Works and service contract in accordance with the Contract terms, and shall also remedy any defects in the same. When completed, the same shall be fit for the purposes for which the Works and service contract of the project are intended as defined in the Contract.

NB: that the above General Conditions of the Contract incorporated are from the formats with modifications if any. It is made clear thereby that the General Conditions of the Contract are to be read as subject to the Special Conditions of the Contract. Further, in case of inconsistency or irreconcilability between the General Conditions of the Contract and the Special Conditions of the Contract, the Special Conditions shall prevail over the general conditions.

## SECTION VII. SPECIAL CONDITIONS OF CONTRACT

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

<b>SCC1.1(a)</b>	The Adjudicator is as specified in clause 8.2 of GCC
<b>SCC1.1(d)</b>	The contract name is <b>FOR HIRING OF DRONE SERVICES FOR LARGE SCALE MAPPING IN ALL URBAN LOCAL BODIES IN THE STATE OF ANDHRA PRADESH UNDER RESURVEY PROJECT</b>
<b>SCC1.1(h)</b>	The Service Consumer/Employer is O/o of Commissioner, Survey, Settlement and Land Records, Vijayawada, <i>representing the Governor of Andhra Pradesh for the state of AP - 520008</i>
<b>SCC1.1(p)</b>	The Service Provider is _____
<b>SCC1.2</b>	The Applicable Law is: Laws of Union of India.
<b>SCC1.3</b>	The language is English
<b>SCC1.4</b>	<p>The addresses are:  Service Consumer/Employer: O/o of Commissioner, Survey, Settlement and Land Records, Vijayawada, AP - 520008</p> <p>Service Provider:  Attention:  e-Mail:  Facsimile:</p>
<b>SCC1.5</b>	Location of Service will be Andhra Pradesh State.
<b>SCC1.6</b>	<p>The Authorized Representatives are:  For the Service Consumer/Employer: As nominated by Govt. of A.P.</p> <p>For the Service Provider:</p>
<b>SCC2.1</b>	The date on which this Contract shall come into effect is date of signing of Contract by both the parties.
<b>SCC2.2.1</b>	The work awarded will be divided in revenue villages/cluster of villages as defined by Service Consumer/Employer. These revenue villages/cluster of villages shall be units of processing and delivery. Program submitted should contain Implementation plan, Details showing timelines, resource deployment for each revenue villages/cluster of villages and delivery dates for each revenue villages/cluster of villages. The updated Program should be consistent with the Method Statement, Work Plan, & Time Schedule submitted in Section IV as part of this RFB. However, the bidder may be permitted to re-deploy his resources and re-schedule the delivery plans during program update as per SCC 2.2.1, to prioritize submission of revenue villages/cluster of villages as specified by Service Consumer/Employer but without changing the final completion
<b>SCC 2.2.2</b>	<p>The Starting Date for the 'Commencement of Services' shall be the earlier of following dates:  i. 15 days from date of signing of contract  ii. Date of issue of necessary security &amp; flight clearances,  However, the service provider will be allowed to start the activities which are</p>

	not related to above clearances immediately after signing of the contract.			
SCC 2.3	Implementation Timelines for Activities for each Urban Local Body (in acres)			
	Mile stone	Activity	out turn (sq.km)	Time of completion (Days)
	1	Collection of Ground control points including checkpoints	As per Scope of work	Data collected by the Service provider in 14days will have to be processed and submitted as per the format of final deliverables within next 14 day
	2.	Drone Data Acquisition with I –base Observation	Minimum 200 sq.km per drone per month	
	3.	Post Processing & Generation of ORI(DSM/D EM,DTM& Pointcloud)	Minimum 200 sq.kmper drone per month	
	4.	Printing and delivery of ORI Soft and hard Copies of a ULB	Minimum 200 sq. kmper month	
	<b>The Service Provider must initiate the Drone Flying activity within 15 days from the date of award of contract.</b>  However, the Intended Completion Date for entire work including delivery of final deliverables as per Section V is 12 months from date of commencement of services. If the ‘actual area’ increases beyond that specified in Section V, the Project duration shall be extended beyond 2 months on pro rata basis by an explicit communication by GOVT OF AP.			
SCC 3.1	Activities prohibited after termination of this Contract are: Use or transmit in any form of maps/data supplied by Service Consumer/Employer or data/services generated by the service provider during the Project. The Service Provider will not use, transfer, propagate any of the deliverables, information etc.			
SCC 3.2	The risks and coverage by insurance shall be:  (i) Aviation insurance to protect against Third Party property and bodily			

	<p>damage claims during Drone survey Work (In accordance with the statutory requirements applicable to India)</p> <p>(ii) Personal injury or death insurance for Service Provider's Employees (In accordance with the statutory requirements applicable to India)</p> <p>(iii) Loss or damage to equipment and data till project completion (Minimum Cover Contract Price)</p>
<b>SCC 3.3</b>	No Sub-Contracting is permitted.
<b>SCC 3.4</b>	Restrictions on the use of documents prepared by the Service Provider are: All data, documents, reports generated during the Contract shall be exclusive property of Service Consumer/Employer and the Service Provider shall have no claims over it. The Service Provider shall be bound by restrictions imposed by Security Classification of such data, documents and reports.
<b>SCC 3.5</b>	<p>Delay in completion of the work due to reasons attributable to the Service Provider shall attract Liquidated Damages @1.5% of Contract Price per month of delay to be computed on per day basis. The maximum amount of liquidated damages for the whole contract is Ten percent of the final Contract Price. Pursuant to SCC 2.3, if the project duration is extended, LD clause shall not apply in the extended period.</p> <p>However, LD clause shall resume for delay beyond the extended period</p>
<b>SCC 3.6</b>	<p>The delivery in which defects have been detected and/or which have failed the Acceptance Test as per Section V, shall be returned to the Service Provider for further QA. In effect, Service Consumer/Employer will pass responsibility to the service provider to provide adequate and clear internal Quality Audits to identify the extent and cause of the problems so established. The service provider will be expected to rectify these problems, and (where necessary to comply with the specification) make new products at his own cost. Redelivery of products will be followed by a further independent check on a new sample of the products. This procedure will continue until the products become finally acceptable under the terms above. The acceptance report (Pass/Fail) shall be given by the Service Consumer/Employer within 4 weeks of each delivery/re- delivery of the data made by the Service Provider.</p> <p>If delivery fails the acceptance test of the Service Consumer/Employer, it shall be construed as 'Lack of Performance' and the 100% of cost towards Acceptance Test by the Service Consumer/Employer @ INR 1,00,000 for each subsequent delivery shall be imposed on Service Provider towards penalty for 'Lack of performance'.</p>
<b>SCC 3.7</b>	the amount of the <b>Performance Security shall be of 3% of contract</b> value.
<b>SCC 4.1</b>	Following data, Service and facilities will be provided to the Service Provider

	<p>after award of Contract:</p> <p>(i) Area of Interest (AOI) in shp and kmz format</p> <p>(ii) Static Observation Data of CORS stations for post processing OR Description and co-ordinates of GCP library ground control points in and around the Project area on WGS 84 datum (as available)</p> <p>(iii) Facility of NRTK (Network RTK) if RTK rovers are used.</p>
<b>SCC 4.2</b>	All payments shall be made in Indian Rupees
<b>SCC 4.3</b>	<p>The incidence, extent and area provided in ITB &amp; Section V of this RFP are limited by scale and accuracy (spatial &amp; temporal) of existing maps. Considering this aspect, the payments made to the Service Provider shall be on the basis of 'actual area' and 'area surveyed'.</p> <p>All submissions of deliverables shall be accompanied by 'area polygons' in .shp format. Shape file generated by the Govt of AP shall be used to measure and ascertain the actual area completed by the Service Provider. However, if the 'actual area' comes out to be more than that mentioned in ITB &amp; Section V of this RFP, approval of competent authority shall be taken before making payment beyond the 'Contract Price'.</p>
<b>SCC 4.4</b>	The performance incentive paid to the Service Provider shall be: Not Applicable.
<b>SCC 4.5</b>	<p>4.5.1 The Contract Price as specified in the Contract Agreement shall be paid asunder.</p> <p>4.5.2 Payment shall be made through electronic transfer in NEFT/RTGS subject to recoveries, if any, by way of liquidated damages or any other charges as per terms &amp; conditions of contract in the following manner:</p> <p>a. Payment to the Service Provider will be made on monthly basis (Calendar month) by the Service Consumer/Employer after deduction of applicable taxes and recoveries, if any, at the quoted rates as per the contract.</p> <p>b. After acceptance of satisfactory quality certification, payment of <b>(80% of monthly invoice in sq. km)</b> shall be made within 30 days of receipt of the monthly invoice and the <b>balance 20%</b> of monthly invoice shall be paid within 60 days of the receipt of the monthly invoice. No payment will separately made for activities such as GNSS control and Drone flying.</p> <p>c. The payments shall be released subject to certification by the Service Consumer /Employer that services have been rendered satisfactorily. Acceptance test shall be carried out by Service Consumer/Employer according to principle, modalities laid down in the SCC Clause 6.1 &amp; Section V of this RFP, which</p>

	<p>shall form the basis of certification mentioned above. Should the certification (satisfactory or unsatisfactory) not be provided, by the employer within 'twentyone' days of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</p> <p>d. The payments shall be made in Indian Rupees to the Service Provider under this Contract</p> <p>"Payment of Local Taxes such as GST will be against valid Invoice as per GST ACT &amp; Rules and submission of GST Registration Certificate along with declaration that GST Registration is valid and all liabilities towards GST have been discharged by the vendor. GST amount will be paid after submission of valid Invoice and all required documents and declaration by vendor".</p> <p>In case of any claim by any work man pending in any court of law or tribunal involving the employer also with the contractor, the employer is entitled to retain amount in relation to the claim from final bill of contractor till the claim is cleared.</p> <p><b><u>The deduction of Income Tax shall be as per Section 194(c) (4) and such other provisions as are applicable and at such rates.</u></b></p> <p><b>4.5.4 Payment cycle</b></p> <ol style="list-style-type: none"> <li>Payment shall be made once the Service Provider submits the invoice for the same as per the prescribed process flow.</li> <li>The Service Consumer/Employer shall make the payment within prescribed time lines as per the payment process flow upon submission of invoice, logbook and service feedback</li> </ol> <p><b>Payment Process</b></p> <ol style="list-style-type: none"> <li>Payment shall be made only after submission of invoices, logbook, service feed back; non-submission of the same may lead to delay/ deduction in payment.</li> <li>All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service Providers shall not have any objection on the same</li> </ol> <p><b>Paying Authority Details</b> Survey, Settlements and Land Records Department, Vijayawada, AP</p> <p><b>4.5.5 Payment terms</b></p> <ol style="list-style-type: none"> <li>The payment to the Service Provider will be made on a monthly basis, depending upon the actual duration of the services rendered as per order. The Service Provider shall submit invoices of minimum 200 sq. km of OR land per month. Failing to do so, may attract penalties as mentioned</li> <li>Any violation of contractual obligations by the Service Provider shall attract penalties as mentioned against each obligation. The Service Provider confirms and agrees that penalty whenever becomes payable, the same shall be deducted by the user department from the payments due to the</li> </ol>
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	<p>Service Provider.</p> <p>All applicable taxes and duties except GST, shall be payable by the Service Provider and the Service Consumer/Employer shall not entertain any claims whatsoever with respect to the same. The Service Providers shall pay the GST and the price quoted is inclusive.</p> <p>SOP for payment</p> <ol style="list-style-type: none"> <li>Upon award of contract, there will be a coordination meeting convened between Service Consumer and Service Provider to work out a detailed SOP based on this suggested SOP</li> <li>On submission of ORI data by the Service Provider, the deputed nodal officer shall submit the certification within fifteen days of the date of receipt of the corresponding ORI data. Should the certification (satisfactory or unsatisfactory) not be provided, by the nodal officer within 'fifteen' days of the date of receipt of the corresponding data, <b>the certification will be deemed to have been provided</b>, and the progress payment will be released at such date.</li> <li>On receiving the certification from the nodal officer, the concerned person in the Survey, Settlement and Land Records, Vijayawada, A.P shall process within 'fifteen' days of the date of receipt of certification from the nodal officer.</li> </ol> <p><b>Note:</b> Payments shall be made only after submission of invoices, logbook, service fee dback; non-submission of the same may lead to delay/deduction in payment. All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.</p>
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	<p>Acceptance test shall be carried out by Service Consumer/Employer according to principle, modalities laid down in SCC Clause 7.1 &amp; Section V of this RFB which shall form the basis of certification mentioned above. Should the certification (satisfactory or unsatisfactory) not be provided, by the Service Consumer/Employer within 'one' months of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date. "Payment of Local Taxes such as GST will be against valid Invoice as per GST ACT &amp; Rules and submission of GST Registration Certificate along with declaration that GST Registration is valid and all liabilities towards GST have been discharged by the vendor. GST amount will be paid after submission of valid Invoice and all required documents and declaration by vendor".</p> <p>Invoice Proforma shall include the cost of components of 'A' &amp; 'B' given below.</p> <p><b>For A1</b></p> <ul style="list-style-type: none"> <li>• Provision of Ground controls including check points &amp; Drone Data Acquisition</li> </ul> <p><b>For A2</b></p> <ul style="list-style-type: none"> <li>• Post Processing for generation of ORI and DEM, supply of ORI Hard copy in AO/A1 size 90GSM paper for entire ULB and Ward separately</li> </ul> <p><b>For B1</b></p> <ul style="list-style-type: none"> <li>• Amendments &amp; integration of attributes in returned Map 1.0 &amp; Creation of FE 2.0 as per SSLR Schema mentioned in Clause 1.1 of AITB</li> </ul> <p><b>For B2</b></p> <ul style="list-style-type: none"> <li>• <b>Delivery of Map 2.0</b> on A2 to A0 size shall be printed on synthetic paper for water proof, tear resistant and easy foldable, wrinkle free cloth in 1:100 to 1:1000 scale depends upon extent of the Ward and .shp &amp; .pdf format in soft copy (as per Service Consumer Requirement) scale in 4 copies and other final deliverables as per Section V Clause 3 both soft and hard copies</li> </ul> <p>4.5.1 In case of any claim by any workman pending in any court of law or tribunal involving the employer also with the contractor, the employer is entitled to retain amount in relation to the claim from final bill of contractor till the claim is cleared.</p> <p><b><u>4.5.2 The deduction of Income Tax shall be as per Section 194(c) (4) and such other provisions as are applicable and at such rates.</u></b></p>
<b>SCC 5.1</b>	Payment shall be made within 45 days of receipt of the invoice and the relevant documents specified in Sub-Clause 4.5, and within 60 days in the case of the final payment. No Interest shall be payable
<b>SCC 5.2</b>	Price adjustment is not to be applied in accordance with Sub-Clause 4.5.

<p><b>SCC 6.1</b></p>	<p>The principle and modalities of inspection of the Services by the Service Consumer/Employer are as follows:</p> <p>The responsibility of Quality assurance that would include adoption of best practices, processes and sets of approaches leading to outcomes of quality specified in this Contract shall rest with the Service Provider to the satisfaction of Service Consumer/Employer which may include but not limited to the deployment of QA/QC by the third party on behalf of Service Consumer.</p> <p>As part of Quality Assurance, the Service Provider shall submit quality control (or check) measures detailing clearly specified tasks that scrutinizes all, or a sample, of the items issuing during and/or at the end of various stages of processing in order to ensure that the final product is of satisfactory quality.</p> <p>The scrutiny involves review, inspection or quantitative measurement, against well-defined pass/fail criteria.</p> <p>The Service Provider shall systematically lodge Quality Control Records (QCRs) which may take various forms like Computer Generated Reports, Inspection notes, Stage Approvals etc. Service Provider shall ensure that every such QCR :</p> <ul style="list-style-type: none"> <li>• marked with a date</li> <li>• uniquely identifies the item, operation or product to which it relates</li> <li>• identifies the operator who generated the QCR</li> <li>• Is countersigned by a supervisor or other independent inspector ( for important records)</li> <li>• is stored in a well-defined and predictable location so that it can be found easily by others.</li> </ul> <p>The responsibility for maintaining necessary versions of data during the QA/QC cycle till its final acceptance by Service Consumer/Employer shall also rest with Service Provider.</p> <p>Service Consumer/Employer will carry out Quality Audit as per Section V to ensure that that plan/methodology/ QA/QC measures etc. detailed are being properly followed. Service Consumer/Employer shall also audit to ensure that the QCRs are being properly maintained.</p> <p>In addition ‘Final Acceptance’ tests shall be carried out by the Service Consumer/Employer on the delivery made by Service Provider.</p>
<p><b>ADDITIONAL CLAUSE 7.1</b></p>	<p>Add the following as GCC clause 7.1:</p> <p><b>7.1. Security to be reviewed as per new guidelines</b> Security instructions for raw data acquisition and pre-processing shall be as follows:</p>

	<p>a) Aerial data- acquisition/photography/survey is to be strictly confined to the exact area for which permission obtained. Moreover, the undertakings given in the application shall be strictly adhered to.</p> <p>b) On mutually agreed terms, manpower may be deployed by the Govt. of A.P. for collection of GCP and feature extraction. However, the quality check must be done by the Service Provider to the Satisfaction of Service Consumer/Employer which may include but limited to the deployment of the QA/QC by the third party on behalf of Service Consumer/Employer.</p> <p>c) No sensor, other than those mentioned in the application should be used.</p> <p>d) The date of survey is to be intimated to ATC if applicable in advance indicating specific date and time to enable them to issue necessary clearance</p> <p>e) The Service Provider should be ready to offer his UAS/Drone for inspection by the service agencies of MoD, MHA, DGCA to check survey equipment sensor before undertaking Drone surveys.</p> <p>f) The data should not be taken out of the UAS/Drone to any place other than directed by Service Consumer/Employer.</p> <p>g) After completion of survey, no data should be left in storage in the equipment fitted in the UAS/Drone.</p> <p>h) At the end of each day operation, the data should be copied and stored as directed by the Service Consumer/Employer.</p> <p>i) 'Restricted' security classification will be given to the data products. The data is to be handled by the Service Provider accordingly.</p> <p>j) The data should be processed by Indian experts in India at the designated places within Govt of AP complex. In case a foreign expert is required for processing the data, the Service Provider shall be responsible for obtaining necessary clearances/permissions as per the latest government of India and guidelines on geospatial products and services, to handle data ensuring the storage of data within India.</p> <p>k) Whenever Inspecting Officer is placed with drone flying team, it will be mandatory on the part of Operator to provide the following documents for his perusal:-</p> <ol style="list-style-type: none"> <li>Copy of valid DGCA permit and ATC clearance.</li> <li>Copy of valid MOD clearance (if required).</li> <li>Proof of Insurance cover.</li> <li>valid UAS pilot License</li> </ol>

l) All UAS/Drone permits and clearances (DGCA permit, ATC clearance, and valid MoD clearance) will be the responsibility of the Service Provider and all operations will be undertaken in accordance with Indian Air Safety Regulations.

m) The data acquired/intermediately or final products will not be permitted to be taken elsewhere. Proper account of daily production and distribution should be maintained.

n) Post Processing of data acquired by Drone survey will be carried out inside the secure premises of GOVT OF AP location. Necessary equipment/infrastructure should be installed at the premises by the successful bidder. The data acquired/intermediately or final will not be permitted to be taken elsewhere. Proper account of daily production and distribution should be maintained.

The Security instructions to be followed by the Service Provider during the Post Processing of Data at the Production Centre shall be as follows:

a) No Data storage devices or electronic devices including mobile phones, laptops, CD, pen drives etc should be allowed inside the Production Centre except for specific clearances to be taken from Security Officer of Govt. of A.P.in exceptional circumstances arising out of any requirements

b) No data should be allowed to be taken outside the Production Centre by the Service Provider

c) Systems and storage in Production Centre should not be connected to unsecured internet lines.

d) All the personnel working inside the Production Centre should have valid Identity card of the company. Any foreign national working inside the Production center should have valid visa and other documents verified by Ministry of External Affairs and permission from Ministry of Defense. Identity card of the company will be checked by the Security staff every day before the employee enters the Production Centre. Surprise checks for the same will also be carried out by the Security Officer of Govt. of A.P. during the working hours.

e) Work should only be executed inside Production Centre only in the Presence of GOVT OF AP officials.

f) All the printing activities under the scope of work shall be done locally i.e., at the district level by the Service Provider.

g) All the hardcopy plots and printouts, other Project related material to be kept in Almirahs whose key will be with GOVT OF AP officials.

	<p>h) The Govt. of A.P. Security Officer reserves the right to frisk the working personnel every day / during surprise check.</p> <p>i) There should be two separate segments in the Production centre, one for administrative and other for the production / processing.</p> <p>j) The Production centre should strictly adhere to the security measures in terms of entry and exit to Production centre (preferably Biometric methods etc), accessing data (Administrator /user passwords, Networking etc), disabling USB ports for theft of data, authorizing persons to handle the data, log books, CCTV cameras, fire and smoke protection, lock and key system etc.</p> <p>k) Storage disks of network storage, servers, workstations etc used at production center shall not be allowed to be taken outside of production center</p>
<b>Additional Clause 8.1</b>	<p>Add the following as GCC clause 8.1:</p> <p>Salient Features of Major Labour Laws in India applicable to Establishments is given below. The law as current on the date of bid opening will apply</p> <p>a) Workmen Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.</p> <p>b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death the rate of days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.</p> <p>c) Employees P.F. and Miscellaneous Provision Act 1952 (since amended): The Act Provides for monthly contributions by the Service Consumer/Employer plus workers @ 10% or 8.33%. The benefits payable under the Act are :</p> <ol style="list-style-type: none"> <li>Pension or family pension on retirement or death, as the case may be.</li> <li>Deposit linked insurance on the death in harness of the worker.</li> <li>Payment of P.F. accumulation on retirement/death etc.</li> </ol> <p>d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.</p> <p>e) Contract Labour (Regulation &amp; Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Service Provider to contract labour and in case the Service Provider fails to provide, the same are required to be provided, by the Principal Service Consumer/Employer by Law. The Principal Service Consumer/Employer is required to take</p>

	<p>Certificate of Registration and the Service Provider is required to take license from the designated Officer. The Act is applicable to the establishments or Service Provider of Principal Service Consumer/Employer if they employ 20 or more contract labour.</p> <p>f) Minimum Wages Act 1948: The Service Consumer/Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Constructions of Buildings, Roads, and Runways are scheduled employments. Wage Code: to be included.</p> <p>g) Payment of Wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.</p> <p>h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.</p> <p>i) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/-per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above up to Rs.3500/- per month shall be worked out by taking wages as Rs.2500/-per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.</p> <p>j) Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.</p> <p>k) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Service Consumer/Employer on matters provided in the Act and get the same certified by the designated Authority.</p> <p>l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and Service Consumers/Employer. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.</p>
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	<p>m) Child Labour (Prohibition &amp; Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.</p> <p>n) Inter-State Migrant workmen's (Regulation of Employment &amp; Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter- State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home up to the establishment and bank etc.</p> <p>o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The concerned owner of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The concerned owner to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.</p> <p>p) Factories Act 1948: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.</p> <p>q) Code of Wages 2019 (implemented from 1<sup>st</sup> April, 2021)</p>
<b>Additional Clause 9.1 Non- Disclosure Obligations</b>	The Service Provider will ensure that complete data (Raw, Geotagged, GNSS observed, logs etc.) is handed over to the Govt of AP representative and do not copy in any form & in any media for any other purpose without explicit approval/consent of the Service Consumer/Employer will be kept by Service provider after completion of data capturing & pre-QC and final acceptance of the data by the Service Consumer/Employer



## **SECTION VIII – CONTRACT FORMS**

## Table of Forms

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1.

## LETTER OF ACCEPTANCE

*[Letterhead paper of the Service Consumer/Employer]*

*[date]*

To: *[name and address of the Supplier]*

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

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

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

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

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**

## 2.

### **CONTRACT AGREEMENT LUMP-SUM REMUNERATION**

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

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

#### **WHEREAS**

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) The letter of Acceptance
- (b) The Service Provider’s Bid
- (c) The Special Conditions of Contract
- (d) The General Conditions of Contract
- (e) Technical Requirements (including Schedule of Requirements and Technical Specifications and deliverables as per Section V)
- (f) The Price and Activity Schedule; and
- (g) [Add here any other document(s) as part of contract]

2. The mutual rights and obligations of the Service Consumer/Employer and the Service Provider shall be as set forth in the Contract, in particular:

- a. the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- b. the Service Consumer/Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

For and on behalf of the Service Consumer Signed:

*[insert signature]*

in the capacity of *[ insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[ insert title or other appropriate designation]*

in the presence of *[ insert identification of official witness]*

**3. PERFORMANCE SECURITY - BANK GUARANTEE**  
*[Guarantor letterhead or SWIFT identifier code]*

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

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

To: \_\_\_\_\_*[name of Service Consumer/Employer]*  
\_\_\_\_\_*[address of Service Consumer/Employer]*

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

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

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

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

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

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

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

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

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

Signature and seal of the guarantor \_  
Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

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

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

4.

**ADVANCE PAYMENT SECURITY**

**Demand Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

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

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

To: \_\_\_\_\_ *[name of Service Consumer/Employer]*  
\_\_\_\_\_ *[address of Service Consumer/Employer]*  
\_\_\_\_\_ *[name of Contract]*

Gentlemen:

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

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

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

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

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



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

Yours truly,

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

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

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

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