

**DEPARTMENT OF SCIENCE AND TECHNOLOGY
SURVEY OF INDIA**

**BID DOCUMENT FOR
HIRING OF PROFESSIONAL SURVEY GRADE RPAS/DRONE
SERVICES FOR LARGE SCALE MAPPING**

BID INVITING AUTHORITY

**Director,
East UP GDC,
5 Vibhuti Khand, Survey of India,
Manchitra Bhawan, Gomti Nagar,
Lucknow, Pin -226010**

Service consumer:

Survey of India office, UP

ATE No: 5394/11-C (DRONE HIRING)

Dated 03/11/2020

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**GOVERNMENT OF INDIA
MINISTRY OF SCIENCE & TECHNOLOGY
SURVEY OF INDIA**

ATE NO: 5394/11-C (DRONE HIRING), Dated 03.11.2020

ADVERTISED TENDER ENQUIRY (Services)
for
HIRING OF PROFESSIONAL SURVEY GRADE RPAS/DRONE SERVICES
FOR LARGE SCALE MAPPING IN THE STATE OF UP

E-PROCUREMENT

NAME OF PROCUREMENT	:Hiring of Professional Survey Grade RPAS/Drone Services for Large Scale Mapping in the State of UP
PERIOD OF SALE OF BIDDING DOCUMENT	:FROM 06/11/2020 (09:00 Hours Server Time) TO 01/12/2020(11:00 Hours Server Time)
PRE-BID MEETING	: As per para 10 (Page 5)
LAST DATE AND TIME FOR RECEIPT OF BIDS	: 01/12/2020 (11:00 Hours) (Server Time)
DATE AND TIME OF OPENING OF BIDS – Technical Part*	: 02/12/2020(11:00 Hours Server Time)
PLACE OF OPENING OF BID	:O/o Director, 5 Vibhuti Khand, Survey of India, Manchitra Bhawan, Gomti Nagar, Lucknow- 226010
OFFICER INVITING BIDS	:Director, 5 Vibhuti Khand, Survey of India, Manchitra Bhawan, Gomti Nagar, Lucknow- 226010 Email: up.gdc soi@gov.in Tel 0522-2720634

SECTION-I

**GOVERNMENT OF INDIA
MINISTRY OF SCIENCE & TECHNOLOGY
Survey of India
ADVERTISED TENDER ENQUIRY (Services)
E-PROCUREMENT**

NOTICE INVITING BID (NIB)

Contract title: Hiring of Professional Survey Grade RPAS/Drone Services for Large Scale Mapping in the of State of UP.

ATE No: 5394/11-C (DRONE HIRING), Dated 03.11.2020

1. Survey of India (Sol), intends to hire 'RPAS/Drone Services' for Large Scale Mapping in the state of UP.
2. Director, East UP GDC, Lucknow, UP on behalf of President of India invites electronic Bids from eligible Bidders for hiring of 'RPAS/Drone Services' for Large Scale Mapping in the state of UP.
3. Brief Description of services are furnished below:

S.No.	Brief Description of Services	Tender Inviting Authority	Service Consumers	No of Drone Teams	Bid Security
1.	To provide Professional Survey Grade RPAS/Drone services for Large Scale Mapping in the state of UP for one year. Each Drone services team includes one Professional survey grade PPK enabled RPAS/Drone, one trained & experienced drone operator, Adequate batteries, All accessories, comprehensive AMC cover, Ground Control Station with installed software for drone flying & Pre-QC of drone captured data, Insurance coverage	Director East UP GDC, Lucknow, UP	Survey of India Office at UP	15 Nos	₹ 15,00,000/-

4. Bidders shall Bid for the total quantity (15 nos.) mentioned above. Bid for part of total quantity shall not be accepted.
5. Bidding will be conducted through Advertised Tender Enquiry for Services in accordance with Manual for Procurement of Goods-2017 and GFR-2017 issued by Ministry of Finance, Government of India, and is open to all eligible Bidders as defined in the Bid Document. **Bidders are advised to note the clauses on eligibility (Clause 5/ Section II and minimum qualification criteria (Clause 17/ Section II)) of General Instructions to Bidders (GIB)).**
6. For participation in the Bid, it is mandatory for the Bidder to obtain Class-III Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA) and then register with the Government of India e-procurement platform and submit the Bid by using their user e-tender ID and Digital Signature. Bidders already possessing the Digital Signature issued from authorized CAs can use the same in this Bid submission. Please also refer to <https://eprocure.gov.in/eprocure/app> for detailed information regarding obtaining digital signatures.
7. The Bidder shall download the Tender Enquiry Document directly from the websites <https://eprocure.gov.in/eprocure/app> and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.

8. The Bid security will have to be in any one of the forms as specified in the bidding document, valid for not less than 165 days from the opening date of Techno-Commercial (Unpriced) Bid, must be submitted online on [https://eprocure.gov.in/eprocure/app\(website\)](https://eprocure.gov.in/eprocure/app(website)) on or before the closing date and time for receipt of bids. The 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given in **para 11** below. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

9. The bidders are required to submit (a) **original bid security in approved form**; and (b) original affidavit regarding '**correctness of information furnished with bid document**' to the office of **Director, 5 Vibhuti Khand, Survey of India, Manchitra Bhawan, Gomti Nagar, Lucknow-226010**. Considering the present COVID 19 situation, the bidders may submit aforementioned two documents online also. However, they have to produce the same (in original) in front of Board during service testing.

10. Due to the restriction on normal inter-state travelling in present COVID-19 situation, there won't be a pre-bid meeting, hence it has been decided that prospective bidders requiring any clarification on the bidding documents can notify through email **up.gdc.soi@gov.in** on or before 14/11/2020 (17:00 Hours). Description of clarification sought and the response of the Purchaser shall be uploaded for information of all Bidders. Bidders are also advised to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document.

*O/o Director,
5 Vibhuti Khand, Survey of India,
Manchitra Bhawan, Gomti Nagar,
Lucknow - 226010*

11. Bids must be uploaded on <https://eprocure.gov.in/eprocure/app> on or **before 11:00 hrs (Server Time) -01/12/2020**. Bids will be opened in the presence of the bidders' representatives, who choose to attend in person, at the above address **at 11:00 hrs (Server Time) on 02/12/2020**.

12. Other details can be seen in the bidding documents.

*O/o Director,
5 Vibhuti Khand, Survey of India,
Manchitra Bhawan, Gomti Nagar,
Lucknow- 226010
Telephone: 0522-2720634
Email: up.gdc.soi@gov.in*

CRITICAL DATE SHEET& VENUE

Published Date & Time	06/11/2020 at 09:00 Hrs (Server Time).
Bid Document Download/Sale Start Date	06/11/2020at 09:00 Hrs (Server Time).
Pre Bid Meeting	As per para 10 (Page 5)
Bid Submission Start Date & Time	23/11/2020 at 09:00Hrs (Server Time).
Bid Submission Closing Date & Time	01/12/2020 at 11:00Hrs (Server Time).
Bid (Technical Part) Opening Date & Time	02/12/2020 at 11:00 Hrs (Server Time).
Bid Opening Venue	O/o Director, 5 Vibhuti Khand, Survey of India, Manchitra Bhawan, Gomti Nagar, Lucknow - 226010

Instructions:

1 Bids shall be submitted online only at CPPP website:

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

2. The Bidder shall download the Tender Enquiry Document directly from the websites <https://eprocure.gov.in/eprocure/app> and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.

3. The complete bidding process is online. Bidders should be possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.

4. Bidders are advised to follow the instructions provided in the “Instructions for Online Bid Submission” in Para No. 11 of GIB.

5. Bidders are advised to visit this website regularly to keep them updated, for any changes/modifications in the Tender Enquiry Document.

6. Intending bidder are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of bid, for any corrigendum.

7. The documents to be submitted in their bid may be scanned with 100 dpi with black and white option which helps in fast uploading.

8. The EMD/Bid Security shall be deposited through Bank Guarantee/FDR /DD drawn in favour of the **“D.D.O., East UPGDC, Survey of India, Lucknow”** and payable at **Lucknow**. The original Earnest Money/Bid Security must be delivered to the **O/o Director, 5 Vibhuti Khand, Survey of India, Manchitra Bhawan, Gomti Nagar, Lucknow – 226010** before bid opening date and time as mentioned in “Critical Date Sheet” failing which the bid shall be summarily rejected.

SECTION - II
GENERAL INSTRUCTIONS TO BIDDERS (GIB)

A. PREAMBLE

1. Definitions and Abbreviations

1.1 The following definitions and abbreviations, which have been used in these documents, shall have the meanings as indicated below:

1.2. Definitions:

- (i) “Service consumer” means Surveyor General of India on whose behalf services mentioned in the Tender Enquiry Document are to be utilized/consumed by various offices of Survey of India.
- (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 services as incorporated in the contract/purchase order.
- (v) “Goods” means all articles, material, commodity, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, vehicles, medicines, assemblies, sub-assemblies, 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 batteries, accessories & components necessary for drone based data capturing of the village areas 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 a bidder 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 therein 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 offices of Survey of India, 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) “Field Testing” means activities such as test flying, evaluating, examining, and gauging the technical capability of the offered service and proposed drone/RPAS to be used for mapping before awarding the contract.
- (xiii) “Day” means calendar day.

- (xiv) **“Successful flying day”** is a drone flying day with all “Successful flights” completed in the day by “Service provider” for all villages ready with property chunna markings made available by “Service consumer” for drone flying. Each village area will comprise max 100-120 hectare area in each “Successful flight” by the RPAS/Drone.
- (xv) “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”.
- (xvi) **“Successful flying week”** is the week where-in 06 “Successful flying day” have been completed by the “Service provider” and accepted by the “Service consumer”. Any failure in drone data capturing on part of “Service provider” for min 05 villages ready with property chunna markings in a day will not be counted as “Successful flying day”. A week may also be counted as “Successful flying week”, if Service Provider is able to complete at least 30 flights on an average in a week, covering all allocated areas of interest, allocated for the week and submits valid data to the satisfaction of service consumer.
- (xvii) **“Uneventful week”** is the week where-in the “Service Provider” has made its Drone/RPAS available along with operator at the allocated site, but the drone flying and capturing of image could not take place due to some unavoidable circumstances like adverse weather or non-readiness of site or any other administrative issue at the end of service consumer. The service provider may claim up to 50% remuneration for uneventful week, during the contract period.
- (xviii) “Geotagged Data” is the photographs in JPEG format captured using drone and processed with PPK for corrected geo coordinates of photographs.

Abbreviations:

- (i) “ATE” means Advertised Tender Enquiry
- (ii) “NIT” means Notice Inviting Tenders.
- (ii) “GIB” means General Instructions to Bidders
- (iii) “SIB” means Special Instructions to Bidders
- (iv) “GCC” means General Conditions of Contract
- (v) “SCC” means Special Conditions of Contract
- (vi) “LC” means Letter of Credit
- (vii) “DP” means Delivery Period
- (viii) “BG” means Bank Guarantee
- (ix) “GST” means Goods & Service Tax
- (x) “CD” means Custom Duty
- (xi) “BL” means Bill of Lading
- (xxi) “FOB” means Free on Board
- (xxii) “CIF” means Cost, Insurance and Freight
- (xxv) “CIP (Destinations)” means Carriage and Insurance Paid up to named port of destination. Additionally, the Insurance (local transportation and storage) would be extended and borne by the Service provider from warehouse to the consignee site for a period including 3 months beyond date of delivery.
- (xxvi) “INCOTERMS” means International Commercial Terms 2010.
- (xxviii) “CAMC” means Comprehensive Annual Maintenance Contract (labor, spare and preventive maintenance)
- (xxix) “UAV” means Unmanned Aerial Vehicle
- (xxx) “UAS” means Unmanned Aircraft Systems
- (xxxi) “DGCA” means Director General of Civil Aviation
- (xxxii) “CAR” means Civil Aviation Requirement

2. Introduction

- 2.1 The Service consumer has issued this Tender Document for hiring of drone services as mentioned in Section – VI – “List of Requirements”, which also indicates, *interalia*, the required delivery schedule, terms and place of service delivery.
- 2.2 This section (Section II - “General Instructions to Bidders”) provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the service consumer for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of contract.
- 2.3 The bidder shall also read the Special Instructions to Bidders (SIB) as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIB and the SIB, the provisions contained in the SIB shall prevail over those in the GIB.
- 2.4 Before formulating the bid and submitting the same to the service consumer, the bidder should read and examine all the terms, conditions, instructions, etc. contained in the Tender Document. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Tender Documents may result in rejection of its Bid.

3. Availability of Funds

- 3.1 Expenditure to be incurred for the services will be met from Large Scale Mapping projects (Svmitva Scheme).

4. Language of Bid

- 4.1 The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid exchanged between the bidder and the service consumer, shall be written in the English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

5. Eligible Bidders

- 5.1 The bidder should be a Company registered under Indian Company Act, 1956/ 2013 or under Indian Partnership Act 1932 and the company except DPIIT registered/recognised Start-Ups should be in existence for last two years.
- 5.2 The bidder shall not be under Ban/Blacklisting/Debarment for corrupt and fraudulent practices or for lack in performance by any Government/Semi-Government entity, as stipulated in Clause 48/Section II (GIB). All bidders should provide an UNDERTAKING to this effect in their ‘Contract Form’ (Section IX), submitted as part of their Techno-Commercial (Unpriced) Bid’.
- 5.3 The bidder except DPIIT registered/recognised Start-Ups should have 1-2 year experience in carrying out Professional Survey grade RPAS/Drone based large scale mapping projects. Bidder shall provide latest certificate from the end user with cross-reference of order no. & date in support of satisfactory performance.

6. Eligible Goods and Services

- 6.1 All UAS and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

7. Bid Expense

- 7.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, uploading of its bid and or arranging of Product/Services or Field trials that may be deemed necessary by the Service consumer and for subsequent processing the same. The service consumer will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the Tender process. The responsibility for obtaining all types of clearances shall be facilitated by Survey of India.

B. TENDER ENQUIRY DOCUMENT

8. Content of Tender Enquiry Document

- 8.1 In addition to Section I – “Notice Inviting Tender” (NIT), the Tender Enquiry Document includes:
1. Section II– General Instructions to Bidders (GIB)
 - 666 2. Section III– Special Instructions to Bidders (SIB)
 3. Section IV– General Conditions of Contract (GCC)
 4. Section V– Special Conditions of Contract (SCC)
 5. Section VI– List of Requirements
 6. Section VII– Technical Specifications & General Points
 7. Section VIII – Qualification Criteria
 8. Section IX– Tender Acceptance Form
 9. Section X– Price Schedules (BoQs)
 10. Section XII– Bank Guarantee Form for Bid Security
 11. Section XIII – Manufacturer’s Authorization Form
 12. Section XIV – Bank Guarantee Form for Performance Security/CAMC Security
 13. Section XV– Contract Forms
 14. Section XVI – Performa of Consignee Receipt Certificate
 15. Section XVII – Performa of Final Acceptance Certificate by the consignee
- 8.2 The relevant details of the required services, the terms, conditions and procedure for Tender, bid evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested bidders are expected to examine all such details etc. to proceed further.

9. Corrigendum to Tender Enquiry Document

- 9.1 At any time prior to the deadline for submission of bids, the service consumer may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it
- 9.2 Corrigendum will be notified through <https://eprocure.gov.in/eprocure/app> only.
- 9.3 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their bids as per the amendment, the service consumer may, at its discretion extend the deadline appropriately for the submission of bids and other allied time frames, which are linked with that deadline.

10. Clarification of Tender Enquiry Document

- 10.1 A bidder requiring any clarification or elucidation on any issue of the Tender Enquiry Document may take up the same with the service consumer through CPP Portal only. The service consumer will respond through CPP Portal to such request provided the same is uploaded within the time schedule mentioned in “Critical Date Sheet”.

C. PREPARATION OF BIDS

11. Documents Comprising the Bid

11.1 The **Two Bid System**, i.e. “Techno – Commercial Bid” and “Price Bid” prepared by the bidder shall comprise the following:

A) Techno – Commercial Bid (Un-priced Bid)

- i) Certificate of Incorporation of the bidder regarding its constitution and legal status.
- ii) Scanned copy of “EMD/Bid Security” furnished in accordance with GIB clause 19.1. Alternatively, documentary evidence as per GIB clause 19.3 for claiming exemption from payment of EMD/Bid security.
- iii) Power of Attorney (PoA) of signatory of Bid. Authority of person signing the PoA should also be enclosed.
- iv) Scanned copy of duly complied proforma at Section VII (Technical Specifications & Compliance/Deviation Statement)
- v) Supporting document consisting of copy of the valid proof of ownership of each drone to be engaged for providing services along with DAN number of each drone.
- vi) Scanned Copy of Proforma at Section VIII (A) (Qualification Information) duly filled up.
- vii) Scanned Copy of Proforma at Section VIII (B) (Bidder Information)
- viii) Scanned Copy of Proforma at Section VIII (C) (proforma for performance statement)
- ix) Latest certificate from the end user with cross-reference of work order no. and date in support of satisfactory performance or experience submitted to be an eligible bidder.
- x) Scanned copy of Proforma at Section IX (Tender Acceptance Form)
- xi) Scanned copy of “Technical Brochure/Catalogue of quoted equipment/RPAS” detailing its technical parameters in support of specifications stipulated in bid document.
- xii) Financial reports for the last Three years (2017-18, 2018-19, 2019-20): CA certified balance sheets, profit and loss statements, auditors’ reports, etc.
- xiii) Scanned Copy of PAN, GST Registration, Company registration Certificate.
- xiv) Scanned Copy of Certificate of Registration issued by Department of MSME/DIPP for Bidders claiming & Scanned Copy of Affidavit as per format given at Section XVIII, as applicable, for bidders claiming Domestic Preference as per Clause 38/Section II (GIB)
- xv) Scanned copy of any other document, as necessary in terms of clauses 5 and 17 of GIB establishing that the bidder is eligible to submit the bid and, also, qualified to perform the contract if its bid is accepted to be uploaded

B) Price Bid:

- 1) Price Schedule(s) as per BoQ format filled up with all the details to be uploaded – as described below:

Schedule of price bid in the form of BOQ_XXXX .xls

The below mentioned (Section X) price bid format is provided as BoQ_XXXX.xls along with this Tender Enquiry Document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with Survey of India.

- 11.2 The authorized signatory of the bidder must digitally sign the bid.

- (i). In case of partnership firm he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;
- (ii). Constituted attorney of the firm if it is a company.

Note:

- 1. In case of (ii) above, a copy of the partnership agreement duly registered with “Registrar of Firm’s” or general power of attorney, in either, case, attested by a Notary Public should be uploaded, or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be uploaded. The partnership agreement should not be older than three years.
- 2. In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the bid and all other related documents must be signed by every partner of the firm and uploaded.
- 3. Person digitally signing the Tender Acceptance Form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the service consumer may, without prejudice to other civil and criminal remedies, liable for rejection of bid or cancel of contract and hold the signatory liable for all cost and damages.

11.3 A bid, which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

11.4 Bid sent by fax/email shall be ignored.

12. Bid Currencies

12.1 The Bidder shall quote in Indian Rupees only.

12.2 Bids, where prices are quoted in any other way shall be treated as non - responsive and rejected.

13 Bid Prices

13.1 The Bidder shall indicate on the Price Schedule provided in BoQ all the specified components of prices shown therein including the unit prices, applicable taxes and total bid prices of the services it proposes to supply against the requirement. All the columns shown in the Price Schedule should be filled up as required.

13.2 If there is more than one schedule in the “List of Requirements”, the bidder has the option to submit its bid for any one or more schedules. However, while quoting for a schedule, the bidder shall quote for the complete requirement of services as specified in that particular schedule.

13.3 Nil

13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:

13.4.1 The prices in the corresponding Price Schedule shall include:

- a) The price of the services quoted including the price of Incidental Services (including installation & commissioning, supervision, and training), at the service consumer’s site as mentioned in List of Requirements, Technical Specification and Price Schedule;
- b) Any taxes and duty, which will be payable on the services in India if the contract is awarded (as quoted);

13.5 Additional information and instruction on Taxes and Duties:

13.5.1 *GST (Goods & Services Tax)*

If the bidder desires to ask for GST (goods and services tax) to be paid extra, the same must be specifically stated. In the absence of any such stipulation, the price will be taken inclusive of GST and no claim for the same will be entertained later.

- 13.7 The need for indication of all such price components by the bidders, as required in this clause (viz., GIB clause 13) is for the purpose of comparison of the bids by the service consumer and will no way restrict the service consumer's right to award the contract on the selected bidder on any of the terms offered.

14. Indian Agent

- 14.1 If a foreign bidder has engaged an agent in India in connection with its bid, the foreign bidder, in addition to indicating Indian agent's information, if any, in a manner described under GIB clause 12 above, shall also furnish the following information:

- a) The complete name and address of the Indian Agent.
- b) The details of the services to be rendered by the agent for the subject requirement.
- c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty period.

15. Firm Price

- 15.1 Unless otherwise specified in the SIB, prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

- 15.2 However, as regards taxes and duties, if any, chargeable on the services and payable, the conditions stipulated in GIB clause 13 will apply.

16. Nil

17 Qualification Criteria:

(A) Technical Qualification

- (i) The RPAS/Drone offered should fully comply with technical Specifications stipulated in Section VII. The Bidder shall furnish documentary evidence to prove that equipment offered will meet the requirements as given in section VII Specifications. Bidder shall fill in the compliance/deviation statement before uploading the proforma at Section VII on CPP Portal.
- (ii) The bidder shall submit supporting document consisting of copy of the valid proof of ownership of each drone along with DAN number in accordance to the technical specifications as mentioned in the 'Section VII' of this document.
- (ii) RPAS/Drone operator should be trained and experienced to fly drone in large scale mapping projects. An undertaking in this regard needs to be submitted to comply to training & licensing requirements of DGCA, as and when implemented.
- (iii) Details of NPNT Compliant Drone/ RPAS meeting DGCA requirements, which is proposed to be used by the service provider should be submitted including DAN / Declaration for NPNT Compliance. The service provider must comply to all requirements of NPNT and Digital Sky as and when applicable during the tenure of contract.

(B) Financial capabilities

- (i) The average annual financial turnover of 'The bidder' during the last three years, ending on 31st March 2020, should be at least Rs. 6 million/60 lakhs or more as per the annual report /audited balance sheet and profit & loss account of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.
- (ii) For Manufacturers recognized as MSME/NSIC and Startups by DIPP the average annual financial turnover is exempted

18. Documents establishing RPAS/Drone Conformity to Tender Enquiry.

- 18.1 The bidder shall upload in its bid the required as well as the relevant documents like technical data, brochure etc. to establish that the services offered in the bid fully conform to the services specified by the service consumer in the Tender Enquiry Document. For this purpose, the bidder shall also upload a clause-by-clause commentary on the technical specifications and other technical details incorporated by the service consumer in the Tender Enquiry Document to establish technical responsiveness of the services offered in its bid.
- 18.2 In case there is any variation and/or deviation between the services prescribed by the service consumer and that offered by the bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its bid.
- 18.3 If a bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the services offered by it, its bid will be liable to be ignored and rejected in addition to other remedies available to the service consumer in this regard.

19. Bid Security (BS) /EMD

- 19.1 Pursuant to GIB clauses 8.1 and 11.1 A (i) the bidder shall furnish along with its bid, Bid Security for amount as shown in the Notice Inviting Tenders (NIT). It is required to protect the service consumer against the risk of the bidder's unwarranted conduct as amplified under sub-clause 19.8 below.
- 19.2 The original Earnest Money/Bid Security must be delivered to address as given in NIT on or before last date and time of Bid submission as mentioned in "Critical Date Sheet" failing which the bid shall be summarily rejected. The scanned copy of original Bid Security/EMD may be uploaded along with the bid.
- 19.3 The bidders who are currently registered with MSME/NSIC for providing the drone services as per Tender document specification or recognized as Startup by Department of Industrial Policy & Promotion (DIPP) shall be eligible for exemption from Bid Security. In case the bidder falls in this category, the bidder shall upload relevant certificate of registration issued by concerned department.
- 19.4 The Bid Security shall be denominated in Indian Rupees or equivalent currencies as per GIB clause 12. The Bid Security shall be furnished in one of the following forms:
- i) Fixed Deposit Receipt
 - ii) Bank Guarantee
- 19.5 In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the bidder as per the format specified under Section XII in these documents.
- 19.6 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. As validity period of Bid as per Clause 20 of GIB is 120 days, the Bid Security shall be valid for 165 days from Techno – Commercial Bid opening date.
- 19.7 The Bid Security of unsuccessful bidders will be returned without any interest, after 30 days of date of opening financial bids, but not later than thirty days after award of contract. The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder.
- 19.8 Bid Security is required to protect the service consumer's right against the risk of the Bidder's conduct, which would warrant the forfeiture of the Bid Security. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bids or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the service consumer. The Bid Security of the successful bidder will be forfeited without prejudice to other rights of Service consumer if it fails to furnish the required performance security within the specified period.

- 19.9 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalized bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.

20. Bid Validity

- 20.1 If not mentioned otherwise in the SIB, the bid shall remain valid for acceptance for a period of 120 days (one hundred and twenty days) after the date of bid opening prescribed in the Tender Document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the bidder may be requested by the service consumer to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by mail/fax/email. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid and they are also to extend the validity period of the Bid Security accordingly. A bidder, who may not agree to extend its bid validity after the expiry of the original validity period, their bid will not be considered further and the Bid Security furnished by them shall be returned.
- 20.3 In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the service consumer, the bid validity shall automatically be extended up to the next working day.

21. Signing of Bid

- 21.1 The bidders shall submit their online bids as per the instruction for online bid process contained in GIB Clause 11.

22. Instructions for Online Bid Submission:

- 22.1 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

23. Registration On CPP Portal:

- 23.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- 23.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 23.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 23.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 23.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 23.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

24. SEARCHING FOR TENDER ENQUIRY DOCUMENT

- 24.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bid summary combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 24.1.1 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective “My Tender” folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 24.1.2 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

25. PREPARATION OF BIDS

- 25.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 25.2 Please go through the tender advertisement and the Tender Enquiry Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 25.3 Bidder, in advance, should get ready the documents/BoQ to be uploaded as indicated in the Tender Enquiry Document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Scanned documents to be uploaded may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document and resulting in fast uploading. It is the responsibility of the bidder to ensure that uploaded scanned documents are legible.
- 25.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents area” available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

D. SUBMISSION OF BIDS

26. Submission of Bids

- 26.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 26.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender Enquiry document.
- 26.3 Bidder has to select the payment option as “offline” to pay the Bid Security/ EMD as applicable and enter details of the instrument.
- 26.4 Bidder should prepare the Bid Security/EMD as per the instructions specified in the Tender Enquiry Document. The original should be posted/couriered/given in person to the concerned official, latest by the Time of opening of technical part of bid or as specified in the Tender Enquiry Document. Along with original Bid Security/EMD, written confirmation authorizing the signatory of the Bid to commit the Bidder as per

GIB Clause 11.2 and original affidavit regarding correctness of information furnished with bid document, should also be sent in original to the concerned official latest by the Time of opening of Technical part of bid. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected. These original documents should be submitted by bidder before the date and time fixed for opening of Bids, either by registered/speed post/courier or by hand on following address, failing which the Bid will be declared non-responsive, and will not be opened.

***The Director,
5 Vibhuti Khand, Survey of India,
Manchitra Bhawan, Gomti Nagar,
Lucknow- 226010***

Service consumer will not be responsible for any postal delay.

- 26.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 26.6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
27. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using bid openers public keys.
- i. The uploaded Tender/Bid shall become readable only after the tender opening by the authorized bid openers.
 - ii. Upon the successful and timely submission of bids (i.e. after Clicking Upon the "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
 - iii. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

28. ASSISTANCE TO BIDDERS

- 28.1 Any queries relating to the Tender Enquiry Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the NIT.
- 28.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk

E. BID OPENING

29. Opening of Bids- Technical Part

The Service consumer shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place **specified in the Critical Date Sheet**, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in GIB 26.4 shall be first scrutinized, and Bids that do not comply with the provisions of GIB 26.4 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Service consumer may consider appropriate will be notified online as Technical Part bid opening summary.

The electronic summary of the bid opening will be generated and uploaded online. The Service consumer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids that are opened at Bid opening shall be considered further for evaluation.

F. SCRUTINY AND EVALUATION OF BIDS

30. Basic Principle

30.1 Bids will be evaluated based on the terms & conditions already incorporated in the Tender Enquiry Document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

31. Scrutiny of Bids

31.1 The Service consumer will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required Bid Securities have been furnished, whether the documents have been properly signed stamped and whether the Bids are generally in order.

31.2 The Service consumer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

31.3 The Bids will be scrutinized to determine whether they conform to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality of goods to be supplied for hiring or performance of associated Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids. The bids, which do not conform to above basic requirements, are liable to be treated as non-responsive and will be rejected.

31.4 The following are some of the important aspects, for which a bid shall be declared non-responsive during the evaluation and will be ignored;

- (i) Power of Attorney (PoA) of signatory & authority letter of person signing the PoA is not uploaded or not in order.
- (ii) Tender Acceptance Form as per Section VII, VIII (A), VIII (B), VIII (C), IX (signed & stamped) not uploaded or the provisions stipulated in GCC, SCC of bid document have not been agreed to.
- (iii) Bid validity is shorter than the required period.
- (iv) Required Bid Security (Amount, validity etc.)/ Exemption documents have not been uploaded as per stipulated provisions.
- (v) Bidder has quoted for software for which copyright/patent rights are held by some other firm without the required Manufacturer's Authorization Form as per Section XIII.

- (vi) Bidder has not agreed to give the required Performance Security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – “Special Conditions of Contract”, for due performance of the contract.
- (vii) Bidder has not agreed to other essential condition(s) specially incorporated in the Tender document like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, and applicable law.
- (viii) Bidders who stand de-registered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.
- (ix) Bidder is not eligible as per Clauses 5, 6 of GIB.
- (x) Bidder has not agreed for the delivery terms and delivery schedule.

32. Minor Infirmary/Irregularity/Non-Conformity

32.1 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. 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. If during the evaluation, the service consumer finds any minor informality and/or irregularity and/or non-conformity in a bid, the service consumer will convey its observation on such “minor” issues, which has not price implication, to the bidders by registered/speed post/ e-mail/fax etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that bid will be liable to be ignored.

33. Detailed Technical Evaluation

33.1 The compliance statement submitted by the bidder shall be checked with the supporting brochures/catalogues/documents/screen-shots etc submitted in support of compliance statement. Also, compliance to financial criteria shall be checked with the Financial Reports.

33.2 The bidder shall demonstrate the offered service before Technical evaluation committee and / or sub-committee on stipulated day and time as mentioned in “Critical Date Sheet”. Failure to demonstrate the service on the stipulated day without any genuine reason (which is to be intimated in advance and should be acceptable to the purchaser) will mean that the bidder is not interested in providing the service& the Bid would be liable for rejection. In case of genuine reason only two chances for demonstration will be given. Technical evaluation committee is fully empowered to reject any bid if finds that that the bidder has failed to successfully demonstrate compliance to the Technical Specifications stipulated in Section VII.

33.3 The Bidder shall bring at least one UAV system of the particular make and model with all accessories, which has been quoted by the bidder for testing and evaluation scheduled to be held **from 02/12/2020 to 04/12/2020** in a village area in the **outskirts of Dehradun, Uttarakhand**. The Bidder may offer more than one type of Drone/RPAS meeting all the technical specifications laid down under Section VII. In such case, the bidder will have to bring all the offered RPAS/Drone for field trail to prove compliance. The bidder shall have liberty to use any of the selected Drone/RPAS while providing actual services to SOI.

33.4 List of firms found to be responsive and technically qualified and such other details that the Employer may consider appropriate shall be published as part of Technical Bid Evaluation Report summary on the e-Procurement System. The date and time and venue of public opening of Financial Bid shall be notified on the e-procurement System and also communicated to bidders, found successful after Technical evaluation, by e-mail.

34. Opening of Financial Bid

34.1 Financial Bid of only those bidders, found successful after Technical Evaluation, shall be opened.

- 34.2 The Financial Part of the Bid shall be opened publicly in the presence of authorized representatives of Bidders, successful after Technical Evaluation, who may choose to attend the public opening of Financial Bid. The bidder's names, the Bid prices, the total amount of each bid and such other details as the Service consumer may consider appropriate will be read out at the time of bid opening.

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

- 34.2 Electronic summary of the bid opening will be generated and uploaded online as part of Minutes of financial Bid Opening. The Service consumer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation.

- 34.3 On further evaluation if it is found that bidder has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule or bid is incomplete or has not been digitally signed by Authorized signatory of bidder then bid is liable to be treated as non-responsive and will be rejected.

35. Conversion of bid currencies to Indian Rupees

Prices shall be quoted in Indian Rupees only.

36. Comparison of Bids

- 36.1. Bids shall be compared on the basis of Prices quoted in BoQ with GST, for determining L1 bidder.

37. Additional Factors and Parameters for Evaluation and Ranking of Responsive Bidders

NIL

38. Domestic Preference

- 38.1 Purchase preference under 'DMEP' policy under notification no. F.No. 33(3)/2013-IPHW Dated 23.12.2013, and The Procurement Policy for Micro and Small Enterprises, 2012 to Domestic bidders and MSE's respectively will be provided to bidders registered under relevant rules.

- 38.2 The Bidding Process and Hiring of UAS services is subject to the provisions of General Financial Rule 2017, Manual for Procurement of Goods published by Ministry of Finance, Department of Expenditure and related Guidelines issued by CVC and any other Government orders issued from time to time. Attention of interested Bidders is invited towards Rule 153(iii) of GFR 2017 and Government of India guidelines issued under this rule from time to time, wherein it is specified that:-The Central Government may, by notification, provide for mandatory procurement of any goods or services from any category of bidders, or provide for preference to bidders on the grounds of promotion of locally manufactured goods or locally provided services.

- 38.3 Bidder should be a Company registered under Indian Company Act, 1956/2013 or under Indian Partnership Act 1932.

39. Contacting the Service consumer

- 39.1 From the time of submission of bid to the time of awarding the contract, if a bidder needs to contact the service consumer for any reason relating to NIT /Tender Enquiry Document and / or its bid, it should do so only through CPP portal / official Email Id of service consumer as given in tender document.

- 39.2 In case a bidder attempts to influence the service consumer in the service consumer's decision on scrutiny, comparison & evaluation of bids and awarding the contract, the bid of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the service consumer.

G. AWARD OF CONTRACT

40. Service consumer's Right to accept any bid and to reject any or all bids.

40.1 The service consumer reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the Tender process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

41. Award Criteria

41.1 Subject to GIB clause 38 & 40 above, the contract will be awarded to the lowest evaluated responsive, qualified bidder decided by the service consumer in terms of GIB Clause 31, 33 & 38.

42. Variation of Quantities at the Time of Award/ Currency of Contract

42.1 At the time of awarding the contract, the service consumer reserves the right to increase or decrease by up to 25 per cent, the quantity of services mentioned in the schedule (s) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the bidder.

43. Notification of Award

43.1 Before expiry of the bid validity period, the service consumer will notify the successful bidder (s) in writing, by registered / speed post or by fax/ email (to be confirmed by registered / speed post) that its bid for Services, which have been selected by the service consumer, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods for hiring & services and corresponding prices accepted. The successful bidder must furnish to the service consumer the required Performance Security within thirty days (30 days) from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided in clause 5 of GCC under Section IV.

43.2 The Notification of Award shall constitute the conclusion of the tendering process.

44. Issue of Contract

44.1 Promptly after notification of award, the Service consumer will mail the contract form (as per Section XV) duly completed and signed, in duplicate, to the successful bidder by registered / speed post.

44.2 Within twenty-one days from the date of the notification of award, the successful bidder shall return the original copy of the contract, duly signed and dated, to the Service consumer/ by registered / speed post/courier.

44.3 The Service consumer reserves the right to issue the Notification of Award consignee wise. Bidder has to submit performance security, in accordance with GCC Clause 5, for each Notification of award to the officer nominated in Notification of award by service consumer and accordingly bidder has to sign separate contracts, in accordance with GIB 44.2, for each Notification of award with the officer nominated by service consumer

45. Non-receipt of Performance Security and Contract by the Service consumer

45.1 Failure of the successful bidder in providing Performance Security and / or returning contract copy duly signed in terms of GIB clauses 43 and 44 above shall make the bidder liable for forfeiture of its Bid Security and, also, for further actions by the Service consumer as per the clause 24-Termination of default of GCC under Section IV.

46. Return of Bid Security/EMD

46.1 The Bid Security/EMD of the successful bidder and the unsuccessful bidder will be returned to them without any interest, whatsoever, in terms of Clause 19 of GIB.

47. Publication of Bid Result

47.1 The name and address of the successful bidder (s) receiving the contract(s) will be mentioned in the CPP Portal.

48. Contract Period

48.1 The contract period shall be for a period of one year.

48.2 The contract period can be extended for another one year by mutual consent of service provider & service consumer on same rate and terms & conditions of contract.

H. CORRUPT OR FRADULENT PRACTICES

49. Corrupt or Fraudulent Practices

49.1 It is required by all concerned namely the Bidder /Service provider/ Service consumer/Consignee/End User etc. to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Service consumer: -

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Service consumer, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Service consumer of the benefits of free and open competition;
- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the service consumer if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

SECTION – III

SPECIAL INSTRUCTIONS TO BIDDERS

(SIB)

The following Special Instructions to Bidders will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Bidders (GIB) incorporated in Section II. The corresponding GIB clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIB and that in the SIB, the provision contained in the SIB shall prevail.

Sl. No.	GIB Clause No.	Topic	SIB Provision
A	1 to 7	Preamble	No Change
B	8 to 10	Tender Enquiry Document	No Change
C	11 to 25	Preparation of Bids	No Change
D	26 to 28	Submission of Bids	No Change
E	29	Bid Opening	No Change
F	30 to 39	Scrutiny and Evaluation of Bids	No Change
G	40 to 48	Award of Contract	No Change
H	49	Corrupt or Fraudulent Practices	No Change

SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

- 1.1 The General Conditions of Contract incorporated in this section shall be applicable for this hiring of service to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V, List of requirements under Section VI and Technical Specification under Section VII of this document.

2. Use of contract documents and information

- 2.1 The service provider shall not, without the service consumer's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the service consumer in connection therewith, to any person other than the person(s) employed by the service provider in the performance of the contract emanating from this Tender Document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the service provider shall not, without the service consumer's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the service provider, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the service consumer and, if advised by the service consumer, all copies of all such documents shall be returned to the service consumer on completion of the service provider's performance and obligations under this contract.

3. Patent Rights

- 3.1 The service provider shall, always, indemnify and keep indemnified the service consumer, free of cost, against all claims which may arise in respect of goods & services to be provided by the service provider under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the service consumer, the service consumer shall notify the service provider of the same and the service provider shall, at his own expenses take care of the same for settlement without any liability to the service consumer.

4. Country of Origin

- 4.1 All services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 The word "origin" incorporated in this clause means the place from where the services are arranged.
- 4.3 The country of origin may be specified in the Price Schedule.

5. Performance Security

5.1 Within Thirty (30) days from date of the issue of notification of award by the service consumer, the service provider, shall furnish Performance Security to the service consumer for an amount equal to ten percent (10%) of the total value of the contract, valid up to contractual period and till completion of all contractual obligations by the service provider.

5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section XIV of this document in favour of the service consumer. The validity of the Fixed Deposit Receipt or Bank Guarantee will be for a period for total contractual period.

5.4 In the event of any amendment issued to the contract, the service provider shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

6. Technical Specifications and General Points

6.1 The RPAS/Drone service to be provided by the service provider under this contract shall conform “Technical Specification” under Sections VII of this document.

7. Packing and Marking

Not Applicable

8. Inspection, Testing and Quality Control

8.1 Inspection & Testing of hired services shall be carried out at Consignee’s site. The supplier shall demonstrate by field trial/run/processing all the features/functionality stated as ‘complied’ by the supplier in Proforma at Section VII of his technical bid – to the inspector at Consignee’s site.

8.2 If the supplier tenders the hired services to the purchaser’s inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the outputs of the hired services have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.

8.3 The purchaser’s contractual right to inspect, test and, if necessary, reject the hired services after receipt of geotagged Data arrival at the final destination shall have no bearing of the fact that the data (geotagged photo) have previously been inspected and cleared by purchaser’s inspector during pre-dispatch inspection.

“On rejection, the supplier shall fly again in same area of interest within 14 days of the date of intimation of such rejection from the consignee’s premises.

8.4 Geotagged Data accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute

purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

8.5 If the results of Inspection & Testing are found satisfactory as stipulated in bid document has also been carried out satisfactorily, 'Acceptance Certificate by Purchaser's representative' shall be issued by the Purchase/Purchaser's Inspector at the consignee site. (Section XVII)

9. Terms of Delivery of hired RPAS/Drone
Not Applicable

10. Transportation of hired RPAS/Drone
Not Applicable

11. Insurance

11.1 Unless otherwise instructed in the SCC, the service provider shall make arrangements for insuring the UAVs against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and during contractual period. UAV should be duly insured in compliance with the latest DGCA guide line during the contractual period.

12. Nil

13. Incidental Services
Not Applicable

14. Distribution of Dispatch Documents for Clearance/Receipt of UAVs
Not Applicable

15. Warranty
Not Applicable

16. Assignment

16.1 The Service provider shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract to any other party, except with the Service consumer's prior written permission.

17. Sub Contracts

17.1 If any sub contract is awarded with the service consumer's prior approval, then Service provider shall notify the Service consumer in writing of all sub contracts awarded under the contract, if not already specified in its bid. Such notification, in its original bid or later, shall not relieve the Service provider from any of its liability or obligation under the terms and conditions of the contract.

17.2 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

18. Modification of Contract

18.1 If necessary, the service consumer may, by a written order given to the service provider at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- a) Specifications, drawings, designs etc. where UAVs & related accessories to be supplied under the contract are to be specially manufactured for the service consumer,
- b) Mode of packing,
- c) Incidental services to be provided by the service provider

- d) Mode of dispatch,
- e) Place of delivery, and
- f) Any other area(s) of the contract, as felt necessary by the service consumer depending on the merits of the case.

18.2 In the event of any such modification/alteration causing increase or decrease in the cost of services to be supplied and provided, or in the time required by the service provider to perform any obligation under the contract, no adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract remains the same.

19. Prices

19.1 Prices to be charged by the service provider for provision of services in terms of the contract shall not vary from the corresponding prices quoted by the service provider in its bid and incorporated in the contract.

20. Taxes and Duties

20.1 Service provider shall be entirely responsible for GST& any other taxes/duties incidental during the total contract period.

21. Terms and Mode of Payment

21.1 Payment Terms

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 & conditions of contract in the following manner:

- 21.1.1. The Contract Price as specified in the Contract Agreement shall be paid as under.
- 21.1.2. Payment to the Service provider will be made on monthly basis (Calendar month) by the office after deduction of applicable taxes and recoveries, if any, at the quoted rates as per the contract.
- 21.1.3. The payment shall be made on monthly basis for successful flying week/flying days or both as certified by the service consumer. Bill shall be generated for drones supplied by the service provider for particular month& bill shall be prepared as per contract terms for each drone.
- 21.1.4. The service provider shall become entitled for payment as per contract rate for the services provided to the service consumer.
- 21.1.5. The payments shall be made in Indian Rupees to the Service provider under this Contract.

22. Delivery of services

22.1 The service provider shall perform the services under the contract within the time schedule specified by the Service consumer in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the services stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery of services must be completed not later than the date (s) as specified in the contract.

- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the service provider in maintaining its contractual obligations towards delivery of UAVs and performance of services shall render the service provider liable to any or all of the following sanctions:
- (i) Imposition of liquidated damages,
 - (ii) Forfeiture of its Performance Security and
 - (iii) Termination of the Contract for default.
- 22.3 If at any time during the period of contract, the service provider encounters conditions hindering timely delivery of the items and performance of services, the service provider shall promptly inform the Service consumer in writing about the same and its likely duration and make a request to the Service consumer for extension of the delivery schedule accordingly. On receiving the service provider's communication, the Service consumer shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of service provider's contractual obligations.
- 22.4 When the period of delivery of UAVs or respective services are extended due to unexcused delay by the service provider, the letter extending the delivery of service shall, inter alia contain the following conditions:
- (a) The Service consumer shall recover from the service provider, under the provisions of the clause 15.7 of the General Conditions of Contract, Liquidated Damages on the services, which the Service provider has failed to deliver within the period stipulated GCC clause 15.7.
 - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of GST levied in respect of the services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said services as are delivered and performed after the date of the delivery stipulated in the contract.
 - (c) But nevertheless, the Service consumer shall be entitled to the benefit of any decrease on account of reduction in or remission of GST which takes place during the contract period.
- 22.5 The service provider shall provide the UAVs within 15 days, after getting the request/order from service consumer.

23. Nil

24. Termination for Default

24.1 The Service consumer without prejudice to any other contractual rights and remedies available to it the Service consumer, may, by written notice of default sent to the service provider, terminate the contract in whole or in part, if the service provider fails to deliver any or all of the items or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Service consumer.

24.2 The Performance Security in such cases will be forfeited.

24.3 Unless otherwise instructed by the Service consumer, the service provider shall continue to perform the contract to the extent not terminated.

25. Termination for Insolvency

- 25.1 If the service provider becomes bankrupt or otherwise insolvent, the service consumer reserves the right to terminate the contract at any time, by serving written notice to the service provider without any compensation, whatsoever, to the service provider, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Service consumer.

26. Force Majeure

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the service provider shall not be liable for imposition of any such sanction so long the delay and/or failure of the service provider in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the service provider and not involving the service provider's fault or negligence, and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non- performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management and freight embargoes.
- 26.3 If a Force Majeure situation arises, the service provider shall promptly notify the Service consumer in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Service consumer in writing, the service provider shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event the Service consumer is unable to fulfill its contractual commitment and responsibility, the Service consumer will notify the service provider accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. Termination for Convenience

- 27.1 The Service consumer reserves the right to terminate the contract, in whole or in part for its Service consumer's convenience, by serving written notice on the service provider at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Service consumer. The notice shall also indicate inter alia, the extent to which the service provider's performance under the contract is terminated, and the date with effect from which such termination will become effective.

28. Governing Language

- 28.1 The contract shall be written in English language following the provision as contained in GIB clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

29. Notices

- 29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by Facsimile/email and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of

the parties for exchanging such notices will be the addresses as incorporated in the contract.

- 29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

30. Resolution of Disputes

- 30.1 If dispute or difference of any kind shall arise between the Service consumer and the service provider in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Service consumer/Consignee or the service provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.
- 30.3 In the case of a dispute or difference arising between the Service consumer and a domestic Service provider relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator to be appointed by the Surveyor General of India. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)
- 30.4 *Venue of Arbitration:* The venue of arbitration shall be the place as decided by Surveyor General of India.
- 30.5 *Jurisdiction of the court* will be the place where the Tender Document has been issued, i.e., Lucknow, UP, India

31. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

32 Withholding and Lien in respect of sums claimed

- 32.1 Whenever any claim for payment arises under the contract against the service provider the service consumer shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the service provider with the service consumer, pending finalization or adjudication of any such claim.
- 32.2 It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the service consumer, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be and the service provider will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

33. Fall Clause

Fall clause is a price safety mechanism. The fall clause provides that if the contract holder reduces its price or sells or even offers to sell the contracted goods of identical specification and terms & conditions to that of the contract, at a price lower than the contract price, to any person or organization during the currency of the Contract, the Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Contract and the contract amended accordingly.

SECTION – V
SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this service. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

35. Termination for Corrupt Practices

Add as Clause 35

if the Service Provider, in the judgment of the service consumer has engaged in corrupt or fraudulent practices, as defined in Clause 14/Section II (GIB) in competing for or in executing the Contract the service consumer reserves the right to terminate the contract at any time, by serving written notice to the service provider without any compensation, whatsoever, to the service provider, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Service consumer.

SECTION – VI

LIST OF REQUIREMENTS

Part I: Required Delivery Schedule:

Sl. No.	Brief Description of Services	No of Teams	Contract period	Consignee/ Service Consumer
1	Hiring of RPAS/Drone Services for Large Scale Mapping Project	15 Nos	1 Year	Director, 5 Vibhuti Khand, Survey of India, Manchitra Bhawan, Gomti Nagar, Lucknow - 226010

Section – VII

TECHNICAL SPECIFICATION AND GENERAL POINTS

A. Technical specification of UAS/Drone based system for optical sensors

Technical Specifications			
S.No.	Description	Required Specification without operator	Bidder's Offered Specifications / Compliance /Deviation Statement (to be filled up by BIDDER)
1.	UAS Type	Up to the service provider	
2.	Mission	Surveying and Mapping/Professional Grade	
3.	(i) Landing & Takeoff	Up to the service provider	
4.	Maximum Takeoff weight (MTOW)	Up to the service provider	
5.	Flight Height above Ground Level	At least 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 15 MP or more	
8.	GNSS Grade	PPK Enabled with GNSS base station (GNSS station of L1 and L2 frequency)	
9.	Nominal Coverage at 120 m (400 ft) Forward Overlap : 80 % Side Overlap : 70 %	1-1.20sq km with < 5cm GSD	
10.	Operational wind Speed	Minimum 8 m/s or higher	

11.	Average X,Y accuracy	<10cm(95% of total checked values(absolute accuracy) should be less than 10 cm)	
12.	Average Z accuracy	< 20 cm(95% of total checked values (absolute accuracy) should be less than 20 cm)	
13.	Battery Type	Li-Po/Li-ion or more efficient, international Standard Compliant, <100 Wh (to be carried in flight)	
14.	Emergency Recovery Mode	Ability to return back to launch pad or home position with landing accuracy of 3 mtr or better in case of communication failure, low battery/power and high wind (more than operational wind speed) etc	
15.	Onboard storage	Minimum 64 GB or more (Expandable)	
16.	Security	128 bit encryption	
17.	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: <ul style="list-style-type: none"> • Flight Plan editor • Flight book • Photo tagger • Database 	
18.	Data Link	Communication data link complying with International standard and certification. Frequencies used should not interfere with other users allocated frequency spectrum	

19.	Communication distance between GCS and flying Drone/UAV	Upto VLOS as per CAR guidelines	
20.	Operational Temperature	-5 to +50°C	
21.	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. RFID and GSM SIM Card/ NPNT compliant for APP based real time tracking	
		v. Fire resistant identification plate inscribed with UIN	
		vi. Flight controller with flight data logging capability	
		vii. SSR transponder (Mode 'C' or 'S') or ADS-B OUT equipment	
		viii. Barometric equipment with capability for remote sub-scale setting	
		ix. Geo-fencing capability	
		x. Detect and Avoid capability	

22.	DGCA Guideline	The Professional Survey Grade unmanned Aerial Vehicle /Drone shall have all necessary permits and should be registered with DGCA as per (or conform to) the latest DGCA guidelines i.e. DGCA F.No. 05-13/2014-AED Vol. IV dated 27 august 2018 or any other latest guidelines as and when issued by DGCA in future.	
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Note

1. Local Transportation arrangements of the drone team from nearest town will be provided by SoI. However, the accommodation will be managed by the Service provider.
2. Security and transportation of acquired data will be responsibility of service provider till the time he hands over the same to SoI team authorized to give the data acceptance certificate.
3. SoI will provide Ground Control, required for drone flying.
4. The bidder/service provider will hand over the geotagged data to representative of SoI attached with his team on ground on the same day.

5. SOP FOR OPERATIONS BY SERVICE PROVIDER

- i. This document illustrates a suggestive model and SOP for operations to meet the requirements of this tender. This SOP is not exhaustive and is limited to giving general guidelines to the bidders for required operations.
- ii. Upon award of contract, there will be a coordination meeting convened between Sol and Service Provider to work out a detailed SOP based on this suggested SOP.
- iii. O/o- Director, East UP GDC, Survey of India, Lucknow shall be the central command office for all operations related to Drone/RPAS flying in Uttar Pradesh (UP).
- iv. The operation shall be carried out district-wise and Sol shall depute nodal officer(s) for local coordination at each district/(s).
- v. The Service Provider shall depute a dedicated, Single Point of Contact for all coordination purposes. The details including Name, Designation, E-mail, mobile numbers etc. must be shared during the initial coordination meeting.
- vi. The Service Provider shall confirm the availability of all 15 teams with requisite Drones/RPAS to Sol in writing along with proposed date of commencement of work. The team must report to Lucknow for initial briefing and checking of equipment.
- vii. A weekly / monthly duty roaster shall be prepared by Sol and forwarded to the Service Provider. The Service Provider shall depute the team as per the duty roaster.
- viii. The teams shall report to the concerned nodal officers as per duty roaster and obtain necessary instructions and details. The nodal officer of concerned area shall be responsible for allocating duties, arranging local transport and permissions at local levels

- ix. 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.
- x. The Service Provider shall fly its Drone/RPAS in the area of interest and capture data. Appropriately Geo-Tagged Photos and data must be handed over to the concerned nodal officer/authorized representative and receiving to this effect must be taken.
- xi. 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. All Bills must be submitted to O/o Director, Survey of India, Lucknow and no payment/transaction shall take place at local levels.
- xii. The service provider in coordination with nodal officer will decide on the weekly off . The Service Provider must ensure that all maintenance is carried out of the weekly off day and serviceable equipment is available for flying during the week.
- xiii. 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 and possible or replace Drone/RPAS with a serviceable one in least time possible (preferably within 24hrs) 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.
- xiv. If bad weather is prevailing in the area on certain day(s) 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 bills claiming remuneration under “uneventful week”.
- xv. The service provider must ensure availability of Drone operators and their replacements to ensure that the allocated task for the week is completed in time.

Section – VIII

Section – VIII (Bidders Form)

(A) Qualification Information

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]*

2. Turnover of Last Three Years *[(Refer Clause 17 B/Section II (GIB))]*

Year	Turnover (in Indian Rupees)
2017-18	
2018-19	
2019-20	

VIII(B) 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]*

ATE No.: *[insert number of Bidding process]*

1. Bidder's Name *[insert Bidder's legal name]*

2. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]*

3. Bidder's year of registration: *[insert Bidder's year of registration]*

4. Bidder's Address in country of registration: *[insert Bidder's legal address in country of registration]*

5. Bidder's Authorized Representative Information

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

6. Attached are copies of original documents of *[check the box(es) of the attached original documents]*

Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB5.3

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

VIII(C) PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

ATE No. : _____

Date of Bid Opening : _____

Name and address of the Bidder : _____

Order placed by (full address)	Order no. And Date ##	Description And Quantity	Value of order (Rs.)	Service Consignee	Service Delivery Period			Satisfactory Performance Certificate (attach documentary proof)**
					Contract	Actual	Reasons for Delay if Any	
1	2	3	4	5	6	7	8	9

We hereby certify that the details of all orders received in last 1-2 years of quoted services have been furnished. We hereby further certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the service consumer in addition to forfeiture of the Bid Security.

Name _____

Business Address _____

Signature of Bidder _____

Seal of the Bidder _____

** The scanned copy of documentary proof will be a latest certificate from the consignee/end user with cross-reference of order no. and date may be uploaded

The bidders are requested to upload the scanned copy of purchase order copies for the specific model quoted along with the Techno-commercial Bid.

Section – IX

TENDER ACCEPTANCE FORM

To,
The Director
East UP GDC, Survey of India
Lucknow

Ref. Your ATE No. _____ due for opening on
_____ *insert date*

We, the undersigned have examined the above mentioned Tender document, including amendment/corrigendum (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (*Make, Model and Description of goods and services*) in conformity with your above referred document for the sum as shown in the Price Schedules attached herewith and made part of this bid. If our bid is accepted, we undertake to supply the goods/items and perform the services as mentioned in the Tender documents, in accordance with the delivery schedule specified in the List of Requirements, Section VI.

We further confirm that, if our bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of “General Conditions Contract”, Section - IV read with modification, if any “Special Conditions of Contract”, in Section - V, for due performance of the contract.

We agree to keep our bid valid for acceptance as required in the “General Instruction to Bidders”, read with modification, if any in “Special Instructions to Bidders”, Section – III or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred advertised tender enquiry. We confirm that we do not stand deregistered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender document, including amendment/ corrigendum if any. “We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the service consumer in addition to forfeiture of the bid security.”

Name _____

Place: _____

Date: _____

Business Address _____

SECTION – X
PRICE SCHEDULE

BoQ may be uploaded as per instructions given in Tender Enquiry Document.

SECTION – XI

Service Consumer & Tender Inviting Authority's Information

Sl No	Name & Address of Tender Inviting Authority*	Service Consumer	Quantity	Address of Consignee
1	Director, East UP GDC, Survey of India	Director, East UP GDC	15 Teams	5 Vibhuti Khand, Survey of India, Manchitra Bhawan, Gomti Nagar, Lucknow- 226010
	Total		15	

SECTION – XII

BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (Name and address of the Bidder)

(*herein after called the “Bidders”*)

has submitted its Bid dated _____ for the supply of _____ (*hereinafter called the “Bid”*) against the service consumer’s ATE No. _____

Know all persons by these presents that we _____ having our registered office at _____ (*Hereinafter called the “Bank”*) are bound unto Survey of India, Lucknow (*hereinafter called the “Service consumer”*)

in the sum of _____ for which payment will and truly to be made to the said Service consumer, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

The conditions of this obligation are:

- 1) If the Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this Bid.
- 2) If the Bidder having been notified of the acceptance of his Bid by the Service consumer during the period of its validity:-
 - a. If the bidder fails or refuses to furnish the performance security for the due performance of the contract or
 - b. If the bidder fails or refuses to accept/execute the contract or
 - c. If it comes to notice at any time, that the information/documents furnished in its Bid are false or incorrect or misleading or forged

We undertake to pay the Service consumer up to the above amount upon receipt of its first written demand, without the Service consumer having to substantiate its demand, provided that in its demand the Service consumer will note that the amount claimed by it is due to it owing to the occurrence of one or more the three conditions, specifying the occurred condition(s).

This guarantee will remain in force upto _____ (*insert date of additional forty-five days after Bid validity*) and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature with date of the authorized officer of the Bank)

.....
(Name and designation of the Officer)

.....
.....
(Seal, name & address of the Bank and address of the Branch)

SECTION – XIII

MANUFACTURER'S AUTHORIZATION FORM

Not Applicable

SECTION – XIV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

WHEREAS _____ (Name and address of the service provider)

(Hereinafter called "the service provider") has undertaken, in pursuance of Purchase Order/ Contract no _____ dated _____ to supply _____ (insert description of hired goods and services)

(Hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said contract that the service provider shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the service provider such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, up to a total of _____ (insert Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the service provider 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 will remain in force upto _____ (insert date of additional Ninety days after completion of satisfactorily warranty period in case of Performance Security) and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature with date of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

SECTION – XV

CONTRACT FORM

CONTRACT FORM FOR PROVIDING THE DRONE SERVICES FOR LARGE SCALE
MAPPING IN STATE OF UTTAR PRADESH

Contract No _____ dated _____

To

(insert name of Service provider with address)

**This is in continuation to this office's Notification of Award
No _____ dated _____**

1. Name & address of the Service provider: _____
2. ATE No of Tender Documents: _____ and subsequent Amendment No _____, dated _____ (if any), issued by the Service consumer
3. Service provider's Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the service provider and the service consumer in connection with this Tender Document.
4. In addition to this Contract Form, the following documents etc, which are included in the Tender Documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
 - (i) General Conditions of Contract;
 - (ii) Special Conditions of Contract;
 - (iii) List of Requirements;
 - (iv) Technical Specifications;
 - (v) Quality Control Requirements;
 - (vi) Tender Acceptance Form uploaded by the service provider;
 - (vii) Price Schedule(s)/BoQ uploaded by the service provider in its Bid;
 - (viii) Manufacturers' Authorization Form (if applicable);
 - (ix) Service consumer's Notification of Award
 - (x) [any other document(s) listed in GCC/SCC as part of contract]

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II – “General Instructions to Bidders” of the Tender Enquiry Document shall also apply to this contract.

- (i) Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference: Brief particulars of the hired goods and services which shall be supplied/ provided by the service provider are as under:

Schedule No.	Brief description services	Accounting Unit	Quantity to be supplied	Unit Price	Terms of delivery

Any other additional services (if applicable) and cost thereof: _____
Total value (in figure) _____ (In words) _____

(ii) Delivery schedule: _____

(iii) Details of Performance Security required: _____

(v) Destination and dispatch instructions: _____

(vi) Consignee: _____

6. Warranty clause:

7. Payment terms:

(Signature, name and designation of the Service consumer authorized official) For and on behalf of Director,
_____(Service consumer)

Received and accepted this contract

(Signature, name and address of the service provider's executive duly authorized to sign on behalf of the service provider)

For and on behalf of
_____*(Insert Name and address of the service provider)*

(Seal of the Service provider)

Date: _____

Place: _____

Note: - The contract will be prepared on Non-judicial Stamp paper (currently of value of Rs. 100).

SECTION – XVI

SERVICE CONSUMER’S RECEIPT CERTIFICATE

(To be given by service consumer’s authorized representative)

The following image data (s) has/have been received in good condition:

2. Contract/Purchase Order No. & date: _____

Service provider’s Name: _____

1) Service consumer’s Name & Address: _____

1) Name of the Village, Tehsil, District of Image _____

2) Quantity Supplied : _____

3) Date of Receipt by the Service consumer : _____

4) Signature of Authorized Representative of Service consumer with date: _____

5) Name and designation of Authorized Representative of Service consumer: _____

6) Seal of the Service consumer: _____

SECTION – XVII

**SERVICE CONSUMER ACCEPTANCE CERTIFICATE
(To be given by service consumer's authorized representative)**

This is to certify that the RPAS/Drone captured image as detailed below have been found to be acceptable in accordance with the contract.

- 1) Contract Order No. & date: _____
- 2) Service provider's Name: _____
- 3) Service consumer's name & Address: _____
- 4) Name of the Village, Tehsil, District _____
- 5) Image data Supplied _____
- 6) Date of Receipt by the Service consumer _____
- 7) Date of Acceptance by the Service consumer _____
- 8) The service provider has fulfilled its contractual obligations satisfactorily

OR

The service provider has failed to fulfill its contractual obligations with regard to the following:

- i)
- ii)
- iii)
- iv)

- 9) Signature of Authorized Representative of Service consumer with date: _____
- 10) Name and designation of Authorized Representative of Service consumer: _____
- 11) Seal of the Service consumer: _____

SECTION – XVIII
NOT APPLICABLE