Special Secretary, UD & HD, Government of Bihar, invites Proposals from eligible Agency for, “Selection of Principal Consultant for GIS Mapping and Data Integration of Towns of Bihar.

1. Interested Agency may download the complete Request for Proposal (RFP) Document from tender section on the website [http://www.urbanbih.nic.in](http://www.urbanbih.nic.in) or [http://www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) since the date 11/02/2020 from 03:00 PM.

2. A Pre-proposal meeting will take place on 17/02/2020 at 12:30 AM at Conference Hall, Urban Development & Housing Department, Vikas Bhawan, New Secretariat, Patna. All prospective Agencies are advised to go through the RFP Document, visit the towns and communicate their queries, if any, in writing before the pre-proposal meeting.


4. Proposal due date will be 02/03/2020 till 18:00 Hrs.

5. The RFP Document Fee is ₹7500.00/- (Seven Thousand Five Hundred Rupees only) by DD in favor of ‘Director, BUDA’ payable at Patna.

6. Bid Security fee is in the form of EMD (DD/FDR/BG) of ₹10,00,000/- (Ten Lakh Rupees only) as mentioned in the RFP.

7. Above fee and completed proposals shall be submitted in separate sealed envelopes, which will be received at the address mentioned below up to 15:00 hours on 03/03/2020 at following address:

   **Special Secretary**
   **Urban Development & Housing Department,**
   **Vikas Bhawan, New Secretariat, Patna – 800 001, Bihar, INDIA.**
   (Tel: 0612-2215580, Fax: 2217089 Email: urbansec-bih@nic.in)

8. UD&HD, GoB reserves the right to accept or reject any or all proposals without assigning any reason thereof.

(Jai Prakash Mandal)
Special Secretary
Urban Development & Housing Department
Request for Proposal
For
Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar.
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Scope of Work

Town and Country Planning Organisation (TCPO), UD & HD, Bihar

3
RFP for Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar.

QA & QC
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SECTION 1: LETTER OF INVITATION

Ref: ..................  Date:......../...../2020
From: Special Secretary

Urban Development & Housing Department, Govt. of Bihar
#101, 1st Floor, VikasBhawan, New Secretariat Building, Patna – 800015
Phone: (0612) 215580, (0612) 2223059
Email: urbansec-bih@nic.in; upobihar@gmail.com

To: [Insert: Name and Address of the Agency]

Attention: Mr/Ms:

1) Special Secretary, UD&HD, Bihar invites proposals to provide the following services: “Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar”.

2) The Background Information and Terms of Reference for the services are provided in Section-2 (Instructions to Agency) and Section-6 of the Request for Proposal (RFP).

3) This RFP is available to all eligible prospective agencies.

4) An agency will be selected under Least Cost Selection (LCS) Method and procedures described in this RFP.

5) Bidders are requested to submit following documents along with their proposals for Principal Consultant:
   ✓ RFP Document Fee (Non-Refundable) of Rs.1500.00 by DD in favor of ‘Director, BUDA’ payable at Patna.
   ✓ Bid Security fee in the form of EMD (DD/FDR/BG) of Rs. __________
   ✓ Copy of Certificate of Incorporation / Registration Certificate of the Applicant agency;
   ✓ Audited Financial Statements of last 3 years to be enclosed.
   ✓ Certificate from Employer regarding experience and work order/completion of the assignment.
   ✓ Letter of authorization to sign the Bid document, Pre-Bid Meeting minutes etc.

6) A Pre-proposal meeting has been scheduled on 17-02-2020 at the office of the undersigned 12.30 pm, where all issues/clarifications may be discussed and finalized.

7) The last date for receipt of proposals is 02-03-2020 up to 18:00 hrs.

8) UD&HD, Bihar reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected agency on any grounds.

Yours sincerely,

Special Secretary,
UD&HD, Govt. of Bihar

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Town and Country Planning Organisation (TCPO), UD & HD, Bihar
SECTION 2: INSTRUCTIONS TO AGENCIES

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SECTION 2: INSTRUCTIONS TO AGENCIES

This is a Request for Proposal for selection of Agency for Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar™. Urban Development & Housing Department (UD & HD), Govt. of Bihar (GoB), Patna, Bihar, will select the Agency in accordance with the Least Cost Method (LCS) method in the manner specified in this RFP.

1) Background

The UD&HD, Bihar has initiated a series of reforms and measures to improve governance, physical and social infrastructure for the well-being of citizens with a thrust to urban reforms. For efficient, economical and meaningful municipal administration, including the tax administration, a comprehensive and integrated data set through GIS application has become essential. Municipalities are constrained by the absence of maps and digital databases of existing systems. GIS provides a single platform to store and share data from various municipal departments, allows quick analysis and report generation using single or multi data source. One of the main sources of revenue for municipalities is holding/property tax. Given the dynamic nature of the database, it needs to be completely updated. To achieve the goal of electronic governance for all the services of the Municipality, large scale and detailed GIS data is essential.

In the majority of Municipality in Bihar, properties/holdings have been assessed long back and data updation is required. Now a day, GIS has become essential for efficient and economical municipal administration. Implementation of GIS at Municipality level has been proposed in 3 phases:

Phase I- Detailed GIS Base Map preparation on 1: 1000 scale.

Phase II- Property survey, its database generation and attachment of all the property data with Base Map and its updation.

Phase III- Development of web customized GIS Application.

Phase I of the assignment has been completed for major towns of the State, in 42-45 various thematic layers with their respective database in GIS environment and Base Maps on different scale using high resolution satellite imagery and detailed physical survey have been prepared for these towns. The details of Phase I are included in Annexure I.

Preparation of GIS Base Map (Phase-I) of 29 Towns has been completed earlier and 28 Towns is near to completion. Details of features may be referred on Annexure I.

Out of 29 Towns mentioned above Property Survey (Phase-II) for 15 Towns of is near to completion.

Proposal has been invited for Selection of Agency for 85 Towns.

Phase-III i.e Development of web customized GIS Application has been started and it will be implemented in phased manner.

GIS Based Master Plan is also in progress for 21 Planning Areas covering 22 AMRUT Towns of Bihar.

The main objective of the assignment is to prepare detailed GIS Base Map and integration of survey.
RFP for Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar.

data by Principal Consultant on a scale of 1:1,000 for these towns of the State for web customization and its implementation for urban planning, infrastructure development, governance and services. The preliminary interpreted maps provided to the Principal Consultant through ULB/UD&HD/Agencies/Other concerned authorities shall be ground verified and the final map shall be prepared by the Principal Consultant. While doing so incorporation of maps, data with ground verification and monitoring shall be done by Principal Consultant. Preparation of detailed maps consisting of the planimetric details, Cadastral boundaries, Micro level land use, Utility services need to be generated using the latest technologies and software. Image processing and digital data capture using High Resolution Satellite Imagery (Orthorectified, Pan Sharpened colour imagery) supplemented by the ground truth collection and database generation and linkage with the Base Map, Property Survey and other maps and survey data.

This assignment includes the organization of workshops and basic GIS training.

The assignment includes support and updation of data for one year after the completion of assignment period of 2 Years as mentioned in RFP.

2) Brief Description

This task involves preparation of Base Map on 1:1000 scale using latest high resolution satellite imagery of all physical features, collection and superimposition of town survey maps/cadastral maps, existing administrative boundaries, slum boundaries, generation of building footprints/plots, infrastructure details, water bodies, landmarks and contours at 0.5 meter interval etc. Summary of activities to be covered under the project are as follows:

(i) Review of existing situation, collection of all available data from Municipality, UD&HD and other concerned authorities, in soft copy and/or hard copy including municipal boundary, Town survey maps, Cadastral maps, ward boundary maps, slum related data, colony boundary maps and Environment data.

(ii) Data evaluation: Source and reliability, positional accuracy, attribute authenticity.

(iii) Design of proper grid and projection (UTM-WGS 84, 45N) for the area covered under scope of work.

(iv) Geo-referencing of satellite imagery using sufficient number of Ground Control Points (GCPs) collected through Differential Global Positioning System (DGPS) survey.

(v) Interpretation and digitization of all physical features from satellite imagery. The digitization process shall include vectorization, symbolization, layering, edge matching, topological integrity and data base linkage.

(vi) Procurement, Scanning, Geo-referencing and digitization of Cadastral Maps for Area of Interest (AOI) or Study Area.

(vii) Generation of contour at 0.50 meter interval through topographical survey in consultation with other agencies and data provided with construction of Permanent Benchmark (PMB) at 1 km/5 sq. km interval.

(viii) Incorporation of locality, ward, zone and municipal boundaries.

(ix) Slum boundary demarcation as directed by the department and the concerned municipalities.

(x) Integration of existing environmental, slum related and other data with Base Map.

This task also involves database and digital photograph linkage to GIS Base Map. The specific activities are briefly mentioned below:
1. Database structure design for survey of property/holdings to keep all records collected during field survey and as mandated for property tax calculation as per Bihar Municipal Act 2007 and its amendments

2. Integration of existing holding data, of property survey work.

3. Linkage of all Base Map and property survey data.

4. Updation of Base Map like Road, land use, administrative boundary, drainage, water network etc.

5. Provide services for handholding and updation of GIS data and maps for one year after the successful completion of the assignment.

6. During the Period of assignment and handholding principal consultant shall prepare and integrate maps and data & make assistance in hosting the above on website. In this period the principal consultant shall assist the authority & department in mapping of GIS related works E-Governance related works and GIS Based Master Plan or as required & directed by the UD&HD.

3) Instructions for Online Bid Submission

1. The RFP document containing the project profile, invitation for qualification and criteria for evaluation may be obtained from the website: www.eproc.bihar.gov.in

2. For support related to e-tendering process, bidders may contact at following address “e-Procurement HELP DESK, First Floor, Plot No.- M/22, Road No.-25, Sri Krishna Nagar, Bank of India Compound, Patna-800001, Contact No: 0612-2523006; 7542028164”. Vendor may visit www.eproc.bihar.gov.in.

3. For participating in e-tendering process, the contractor shall have to get themselves registered to get used ID, Password and digital signature. This will enable them to access the website www.eproc.bihar.gov.in and download/participate in e-tender.

4. Those who are not registered in e-tendering system, they may contact “e-Procurement HELP DESK, First Floor, Plot No.- M/22, Road No.-25, Sri Krishna Nagar, Bank of India Compound, Patna-800001, Contact No: 0612-2523006; 7542028164” for registration.

5. UD&HD, Bihar reserves the right to reject any or all Bids or cancel/withdraw the Invitation for Bids (IFB) without assigning any reason whatsoever and in such case, no Bidder/ intending Bidder shall have any claim arising out of such action.

6. Bidders are advised for early submission of proposals.

7. UD&HD, Bihar intends to undertake a competitive bidding process in order to shortlist and qualify suitable Bidders, who shall be eligible for evaluation of their price bids towards selection of the successful bidder in terms of the RFP for award of the project.

8. The name and signature of Bidders authorized person should be recorded at the bottom on each page of the bid document without which bids will not be considered. All pages of the bid document shall be numbered & sealed, and shall be signed by a person duly authorized to bind the organization to the Contract. A duly stamped Power-of-Attorney accompanying the Bid document shall support the letter of authorization.

9. The bids and all correspondence/documents relating to the bids shall be written in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the proposal, the English translation shall govern.
10. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.

11. In the unlikely event of the server for www.eproc.bihar.gov.in being down for more than two consecutive hours (in the period from midnight to closing time for receipt of tenders) on the last date of receiving of bid, the last date of the same shall not be extended by concerned authority.

12. The bidders are requested to check their file size of uploaded documents at the time of submission & they should ensure that word file is uploaded. If they feel that the complete file is not uploaded then they should click on cancel & update the same.

13. The bidders should satisfy themselves of download ability/ visibility of the scanned & uploaded file by them, before submission.

14. File should be in M.S. word, M.S. Excel, PDF and JPEG Formats.

15. No claim shall be entertained on account of disruption of internet service being used by bidders.

Bidders are advised to upload their bids well in advance to avoid last hour’s technical snags.

16. In exceptional circumstances, the competent authority, UD&HD, Bihar may solicit the Bidder’s consent to an extension of the period of validity.

17. Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.

18. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given for respective tenders in e-Procurement website (www.eproc.bihar.gov.in) at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate/documents in the e-Procurement website. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

19. The technical proposal and financial proposal shall be submitted in soft copy online through e-procurement portal.

20. Corrigendum/ Addendum, if any, will be published on the website itself.

21. The bidder has to select the payment option as offline to pay the Bid Security/EMD as applicable and enter details of the instruments.

22. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.

23. A bid processing fee at the time of registration (Non-Refundable) to be paid only through e-Payment modes i.e. Internet Payment Gateway (Master or Visa Card)/Internet Banking/NEFT or RTGS towards charges for online processing charges of Beltron.

24. For any queries regarding Tendering process, the bidders may contact at address as provided in the tender document.

4) General Instruction

1.1 Agencies should familiarize themselves with local conditions and take them into account in preparing their Proposals.

1.2 Agencies shall bear all costs associated with the preparation and submission of their Proposals.

1.3 The UD&HD, Bihar is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Agencies.
1.4 In preparing their Proposals, Agencies are expected to examine in detail the documents required as mentioned in RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

Conflict of Interest

1.5 UD&HD, Bihar requires that Agencies provide professional, objective, and impartial advice and at all times hold the Client’s interest paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Agencies shall not be recruited for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the UD&HD, Bihar.

Fraud and Corruption

1.6 The UD&HD, Bihar requires that Agency observe the highest standard of ethics during the procurement and execution of such contracts. In such pursuance of this policy, the UD&HD, Bihar:

(i) defines, for the purposes of this provision, the terms set forth below as follows:

(a) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

(b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the department or Municipality of the benefits of free and open competition.

(ii) 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; and

(iii) will declare an agency ineligible, either indefinitely or for a stated period of time, if it at any time determines that the agency has engaged in corrupt or fraudulent practices in competing for, or in executing, any UD&HD contract.

Blacklisted

1.7 Agencies should not be blacklisted or debarred by any Central or State Government Department/Organization. Agencies must submit a self declaration regarding the same on agency’s letter head, refer Appendix-IV, Section 2.

Proposal

1.8 Agency should submit Pre-Qualification, Technical Proposal and Financial Proposal. The proposed team should meet all the criteria required by the RFP.

Proposal Validity

1.9 The proposals will remain valid for a minimum period of 180 days after the submission date. During this period, the Agencies shall maintain the availability of experts nominated in the proposal. On
award of work the client will make its best effort to complete negotiations within this period. In case of need, the client may request agencies to extend the validity period of their proposals. Agencies have the right to refuse to extend the validity period of their proposals.

Participation of Government Employees

1.10 No current government employee shall be deployed by the agency without the prior written approval by the appropriate authority.

4) Clarifications

Applicants requiring any clarification on the RFP may send their queries to the Department in writing by e-mail so as to reach before the date mentioned in the Schedule of Selection Process. The subject shall clearly bear the following identification: “Queries concerning RFP for Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar”.

i. The Department shall endeavor to respond to the queries within the period specified therein but not later than 10 (Ten) days prior to the Proposal Due Date. The Authority will post the reply to all such queries on the Official e-procurement Website (www.eproc.bihar.gov.in) or on UD & HD, Bihar official website (www.urban.bih.nic.in).

ii. The Department reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing shall be construed as obliging the authority to respond to any question or to provide any clarification and under such conditions the provision under RFP shall prevail.

5) Amendments to RFP

i. At any time prior to the deadline for submission of Proposal, the Department may, for any reason, whether at its own initiative or in response to clarifications requested by an applicant, modify the provisions made in RFP by the issuance of Addendum/Corrigendum/Amendment and posting it on the Official Website.

ii. All such amendments/corrigenda/addendums will be posted on the website of UD & HD and will be binding on all applicants.

iii. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Department may, in its sole discretion, extend the Proposal Due Date.

6) Method of selection

The Department has adopted a three-stage selection process (collectively the “selection process”) for evaluating the proposals comprising of prequalification forms, technical bids and financial bids to be submitted by the applicant. In the 1st stage, pre-qualification information submitted by the agency in prescribed format will be evaluated. Only those who meet the pre-qualification criteria will qualify 1st stage and will be considered eligible for 2nd stage evaluation (Technical evaluation). Both Technical and Financial proposal shall be submitted in soft copy online through e-procurement portal. The selection will be done through LCS (Least Cost Based Selection) based on achievement of minimum qualifying marks. A technical evaluation will be carried out as specified in this RFP and as per marking matrix mentioned in this RFP. Bidders will be evaluated and allotted marks as per this marking matrix. Based on the technical evaluation, a list of shortlisted applicants shall be prepared which will consist of bidders scoring minimum qualifying marks. In the 3rd stage, a financial evaluation will be carried out for technically qualified bidders. Proposals will finally be ranked according to their financial scores as lowest price bid will be declared L1 and then L2, L3 subsequently.
7) Preparation and Submission of Proposal

a) Language

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP.

b) Format and signing of Proposal

i. The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

ii. The Applicant shall prepare one original set of the Proposal (together with originals/copies of Documents required to be submitted along therewith pursuant to this RFP).

iii. The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page. In case of printed and published Documents also each pages shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative or authorized person holding the Power of Attorney. Letter of Authorization or Power of Attorney shall be submitted.

iv. Applicants should note the submission date, as specified in this RFP, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents submitted online by the closing time of submission.

c) Proposal will consist of followings:

i. RFP Document Fee

ii. Earnest Money Deposit (EMD)/ Bid Security.

iii. Pre-qualification Forms

iv. The Technical Proposal

v. The Financial Proposal

d) Earnest Money Deposit (EMD)/ Bid Security

i. Applicant shall furnish as part of its Proposal, a Earnest Money Deposit (EMD) as mentioned in Letter of Invitation, payable in the form of Bank Guarantee (BG)/DD in the name of "Director BUDA" valid till bid validity. In technical proposal the copy of the EMD shall also be online submitted.

ii. EMD of those agencies which does not qualify the pre-qualification criteria shall be returned after evaluation of Pre-qualification.

iii. EMD of those agencies which does not qualify the Technical Evaluation criteria shall be returned after Technical evaluation.

iv. In the event that the first ranked Applicant commences the assignment as required the Department shall return the EMD of all other applicants promptly. The Selected Applicant's EMD shall be returned, after the signing of Agreement and submission of Performance Bank Guarantee.

v. Any Bid not accompanied by the EMD shall be rejected as non-responsive.

vi. The Department shall not be liable to pay any interest on the EMD.

e) Pre-qualification criteria

(i) The applicant should be an agency or legal entity registered under Companies Act, Societies Act or any other law and should have been in operations in India for at least 5 years with the
proof of incorporation/ commencement of business (please attach copy of registration certificate).

(ii) The Agency should have valid registration of PAN & GST (a copy of certificates to be attached).

(iii) The Agency should have successfully completed Project Management Assignment, GIS Base Map and data integration & GIS based Property Survey for at least 5,00,000 (Five Lakh) property. Please attach work order/ completion certificates.

(iv) Average annual turn-over of the Agency for the last three financial years ending on March 31st 2019 should not be less than Rs.5Crore (please attach balance sheets and P&L accounts of last 3 years 2016-17, 2017-18 & 2018-19).

(v) Joint ventures and consortium are not allowed for this assignment.

(vi) The Bidder should not be declared ineligible for corrupt and fraudulent practices or any other reason, whatsoever, or have not been blacklisted/debarrled by the Government of India or any of its agencies including public enterprises and/or by any State Government or any of its agencies. Please submit declaration on bidder’s company letter head. Please refer Appendix-IV of Section 2.

f) Technical Proposal

i. Applicants shall submit the digitally signed technical proposal online at www.eproc.bihar.gov.in as in the formats of TECH-1 to TECH-8.

ii. The agency shall submit technical proposal as per the data sheet which indicates the format of the Technical Proposal to be used for the assignment. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.

g) Financial Proposal

i. The Financial Proposal shall be submitted online as in the formats at the Annexure (the “Financial Proposal”) clearly indicating the total cost of the work in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

ii. While submitting the Financial Proposal, the Applicant shall ensure the following:
   a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover overall cost for supply and services to UID&HD, Bihar as per scope given in this RFP.

   b) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

   c) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under the Financial Proposal.

   d) Costs shall be expressed in INR only.

h) Submission of Proposal
RFP for Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar.

i. All pages of the original Pre-Qualification, Technical Proposal and Financial Proposal must be numbered and initialed by the person or Authorized Signatory signing the Proposal.
ii. The Bidders are requested again to go through Annexure, Appendices, Forms, before submission of proposals.
iii. The rates quoted shall be agency throughout the period of performance of the assignment up to and including discharge of all obligations of the Agency under the Agreement.

i) Late Proposals

Proposals received after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

8) Evaluation Process

Bidders are requested to go through the Appendix-I, Appendix-II.

General

From the time the bids are opened to the time the contract is awarded, if any agency wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated. Any effort by the agency to influence the Client may result in rejection of their proposal.

a. Pre-Qualification Norms

A committee may be constituted by the UD & HD, Bihar for evaluation of the proposal. This committee will evaluate the Pre-Qualification on the basis of eligibility criteria mentioned in the RFP

b. Technical Evaluation

Technical evaluation of only those agency shall be done which qualify the Pre-Qualification criteria. The proposals from bidders will be evaluated based on evaluation parameters mentioned below. During technical evaluation the bidders will be given marks based on matrix below. A bidder will be declared qualified in technical evaluation on achievement of 750 marks out of 1000 marks. The bidders who qualify in technical evaluation will be considered for financial evaluation further.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Criteria</th>
<th>% Weightage</th>
<th>Maximum Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>\begin{itemize} \item Agency’s General Experience &amp; Experience in Similar Assignments \item General Experience in GIS Based projects, GIS Based Study Reports, GIS Based mapping and tax collection in the context of urban infrastructure. \end{itemize}</td>
<td>\begin{itemize} \item 30% \item 70% \end{itemize}</td>
<td>\begin{itemize} \item 135 \item 315 \end{itemize}</td>
</tr>
<tr>
<td>(i)</td>
<td>3 Project</td>
<td>30%</td>
<td>110</td>
</tr>
<tr>
<td>(ii)</td>
<td>3-5 Projects</td>
<td>30%</td>
<td>120</td>
</tr>
<tr>
<td>(iii)</td>
<td>More than 5 Projects</td>
<td>30%</td>
<td>135</td>
</tr>
<tr>
<td>(i)</td>
<td>Experience of GIS Project management less than 5 years.</td>
<td>30%</td>
<td>0</td>
</tr>
<tr>
<td>(ii)</td>
<td>Experience of GIS Project management 5-6 years.</td>
<td>30%</td>
<td>240</td>
</tr>
</tbody>
</table>
### RFP for Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar.

| (iii) | Experience of GIS Project management 6-7 years. | 250 |
| (iv) | Experience of GIS Project management 7-8 years. | 290 |
| (v) | Experience in GIS Project management 8 years and above. | 315 |

### 2 Approach & Methodology for proposed assignment

| A | Understanding of Objectives | 10% | 25 |
| B | Quality of Methodology/Approach | 40% | 100 |
| C | Suggestions/Comments on Terms of Reference | 10% | 25 |
| D | Work Program | 10% | 25 |
| E | Personnel Schedule | 10% | 25 |
| F | Team Composition, Task Assignments and Summary of CV Information | 10% | 25 |
| G | Proposal Presentation | 10% | 25 |

### 3 Key Professionals

| A | Team Lead | 80 |
| B | GIS Specialist | 100 |
| C | Database Administrator | 60 |
| D | GIS Coordinator | 120 |
| E | Urban Planner | 60 |

**Town and Country Planning Organisation (TCPPO), UD & HD, Bihar**
RFP for Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar.

| (i) General experience (number of years of related experience) and Academic Qualification | 25% | 15 |
| (ii) Relevant Project Experience | 50% | 30 |
| (iii) Experience in Externally Funded/ GOI Funded Projects | 10% | 6 |
| (iv) For assessing full time permanent employment, the personnel deployed who has worked for the current employer on a regular/permanent full-time basis continuously for the last 12 months | 15% | 9 |

The minimum required experience of proposed Key professional staff is:

<table>
<thead>
<tr>
<th>Designation</th>
<th>Requirement</th>
<th>Basic Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team Lead</td>
<td>1</td>
<td>Masters in Planning/Geography/Remote sensing/Urban Planning/Geology/Bachelors in Civil Engineering/B Plan/BE/BTech/BArch with an experience of minimum 15 years in the field of GIS/Remote Sensing/ Survey Projects, Handling big projects, Project Management, coordination, analysis and reporting experience. Team Lead should be available for the entire project period stationed at the respective project place.</td>
</tr>
<tr>
<td>GIS Specialist</td>
<td>2</td>
<td>Masters Degree in Geography / Remote sensing/ Urban Planning/Geology or BE/BTech in any Engineering branch with a minimum of 10 years of experience in the field of GIS and Remote Sensing. He/she should be for the entire project period stationed at the respective project place.</td>
</tr>
<tr>
<td>GIS Coordinator</td>
<td>9</td>
<td>Masters Degree in Geography / Remote sensing/ Urban Planning/Geology or BE/BTech in any Engineering branch with a minimum of 5 years of experience in the field of GIS and Remote Sensing. He/she should be for the entire project period stationed at the respective project place.</td>
</tr>
<tr>
<td>Database Administrator</td>
<td>2</td>
<td>BE/BTech (any branch)/MCA/BCA with an experience of minimum 5 years in Spatial Database Management using SQL/Oracle. He/she should be for the entire project period stationed at the respective project place.</td>
</tr>
<tr>
<td>Urban Planner</td>
<td>3</td>
<td>1. Masters in Planning (After BArch) with 5 years experience in relevant field - 1 No. 2. Masters in Planning (After Bplan/Masters in Geography/Statistics/economics or equivalent) 5 years experience in relevant field – 1 No. 3. Masters in Planning (After Masters in civil) 5 years experience in relevant field - 1 No.</td>
</tr>
<tr>
<td>Support Technical</td>
<td>5</td>
<td>To be lead by Civil Engineer (BE/BTECH in Civil Engineering with an experience of 3 Years in relevant field. Experience in GIS and</td>
</tr>
</tbody>
</table>
RFP for Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar.

| Team | surveywork.) – 1 No.
|---|---
| JE (Diploma in Civil Engineering/Survey/Architecture). -2 No.
| Draftsman (ITI in Civil draftsmanship). – 2 No.

Note:

Above Team Shall be stationed at Patna and will work in close co-ordination with UD&HD.

c. Financial Proposal
i. After the evaluation of Technical Proposal, the Client shall notify only those Agencies whose proposals have been short-listed about the date and time for opening of financial proposals.

ii. The Financial Proposals shall be opened publicly in the presence of the Agency’s Representatives who choose to attend. The name of the agency, the technical scores, and the proposed amount shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

iii. The Committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not the client will cost them and add their cost to the initial price), correct any computational errors, etc.

iv. Evaluation of financial proposal shall be based on rate quoted by the bidders.

v. The Agency who has bid the lowest amount (L1) will be invited for discussions/Negotiations/Clarifications for the purpose of signing a Contract Agreement.

d. Confidentiality
Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Department in relation to matters arising out of, or concerning the Selection Process. The Department shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence.

e. Clarifications
i. To facilitate evaluation of Proposals, the Department may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Department for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

ii. If an Applicant does not provide clarifications sought above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Department may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Department.

9) Contract Negotiations and Award of Contract
i. The Agency who is invited for contract negotiations will, as a pre-requisite for attendance at the negotiations, conagency availability of all experts named in its proposal if required except in the cases of absence on account of death or medical incapacity. Failure in satisfying such requirements may result in the Client proceeding to initiate the negotiation process with the next-ranked Agency. Representatives conducting negotiations on behalf of the Agency must have written authority to negotiate and conclude the Contract.
ii. The selected Agency is expected to commence the Assignment on the date and at
the location specified in the Data Sheet.

10) Duration of Assignment
The duration of assignment for satisfactory performance of the services will be 2 years + 1
year on Handholding as specified in the Data Sheet. On Satisfactory performance above
assignment may be extended on mutual understanding.

11) Performance Security
The agency will furnish within 10 days of the issue of Letter of Acceptance (LOA), an
unconditional Bank Guarantee in favour of “Director BUDA” from any scheduled commercial
Bank for an amount to 10% of the total contract value towards Performance Security valid for a period of
one year beyond the date of completion of services. The Bank Guarantee will be released by
UD&HD after one year or completion of the project and rectification of errors if any.

Appendix-I

RFP No: ---------/2020                      Date: J...2020SCHEDULE

FOR THE BID

Urban Development and Housing Department, Government of Bihar invites online proposals for
Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar. Details
of schedule for the bid are given below:-

Town and Country Planning Organization (TCPO), UD & HD, Bihar
<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Particulars</th>
<th>Timeline &amp; Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Online Sale/Download date of Tender Documents</td>
<td>From 11/02/2020 To 02/03/2020 (<a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a>)</td>
</tr>
<tr>
<td>2</td>
<td>Pro-bid Meeting date (Only two members per bidder are allowed)</td>
<td>17/02/2020 (12:30 PM)</td>
</tr>
<tr>
<td>3</td>
<td>Last date for submission of Bids (online)</td>
<td>02/03/2020 Till 18:00 Hrs</td>
</tr>
<tr>
<td>4</td>
<td>Last date for submission of EMD, RFP Document Fee in sealed envelopes to UD &amp; HD, Bihar. Hard copy of the document related Pre-Qualification &amp; Technical Proposal for reference.</td>
<td>03/03/2020 Till 15:00 Hrs</td>
</tr>
<tr>
<td>5</td>
<td>Technical evaluation</td>
<td>Shall be informed to qualified bidder.</td>
</tr>
<tr>
<td>7</td>
<td>Date of opening of Financial bids</td>
<td>Shall be informed later to technically qualified bidder.</td>
</tr>
<tr>
<td>8</td>
<td>Cost of RFP Document Fee</td>
<td>Rs 7500.0 (Non-Refundable) per group to be paid through Demand Draft (DD) in favor of “Director BUDA” payable at Patna.</td>
</tr>
<tr>
<td>9</td>
<td>EMD</td>
<td>Rs 1000000 (Ten Lakh only) (Refundable) in the form of Bank Guarantee (BG).</td>
</tr>
<tr>
<td>10</td>
<td>Method of Selection</td>
<td>Least Cost Selection (LCS).</td>
</tr>
</tbody>
</table>

RFP document shall be available on website: www.eproc.bihar.gov.in
For Queries & Clarifications, send e-mail to: urbansec-bih@nic.in / tcpobihar@gmail.com

SD/-
SPECIAL SECRETARY,
URBAN DEVELOPMENT AND HOUSING DEPARTMENT (UD&HD, Bihar)
### Appendix-II (Data Sheet)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Name of the Client:</strong> Urban Development &amp; Housing Department (UD&amp;HD), Govt. of Bihar (GoB)</td>
</tr>
<tr>
<td>2</td>
<td><strong>Name of the assignment is:</strong> “Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar”</td>
</tr>
<tr>
<td>3</td>
<td>Agency should not have been blacklisted or debarred from participating in Bidding by any government or semi-government organisation. A declaration in this regard shall be submitted on letter head of Bidder agency. Kindly refer to Appendix IV of RFP.</td>
</tr>
<tr>
<td>4</td>
<td>The bidder who is applying shall submit a set of CVs of key professionals with photograph &amp; Aadhaar card. Each CV must be accompanied with copy of PAN Card/Aadhaar Card/Valid ID Proof of the concerned expert otherwise liable for rejection. Contact details of the expert should also be necessarily mentioned in the CV so that the availability of proposed expert can be verified.</td>
</tr>
<tr>
<td>5</td>
<td>The CV of expert has to be signed by both himself and by the representative of the Agency for the purpose of submission of proposal only. The CV of expert neither signed by himself nor by the representative of Agency may not be considered for evaluation.</td>
</tr>
<tr>
<td>6</td>
<td>Proposals must remain valid for 180 days from the submission date.</td>
</tr>
<tr>
<td>7</td>
<td>The Earnest Money Deposit (EMD) is Rs. 1000000/- (Ten Lakh) per town of group EMD Validity: 45 days beyond bid validity date</td>
</tr>
<tr>
<td>8</td>
<td>Clarifications may be requested not later than 10 days before the submission date. The address for requesting clarifications is: The Special Secretary Urban Development &amp; Housing Department, Govt. of Bihar Vikas Bhawan, New Secretariat Building, Patna – 800 015 Phone: (0612) 215580, (0612) 2223059 Email: <a href="mailto:urbansec-bih@nic.in">urbansec-bih@nic.in</a>; <a href="mailto:tcpobihar@gmail.com">tcpobihar@gmail.com</a> Website: <a href="http://www.urban.bih.nic.in">http://www.urban.bih.nic.in</a></td>
</tr>
<tr>
<td>9</td>
<td>Association Arrangements/Joint Ventures/Consortium for this assignment is not allowed.</td>
</tr>
<tr>
<td>10</td>
<td>Proposals must be submitted online through <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a>. DD/BG/FDR shall be submitted in sealed envelopes. For reference a hard copy of Technical Proposal shall be submitted and can be referred as and when required. It shall not be valid document for evaluation of the proposal.</td>
</tr>
<tr>
<td>11</td>
<td>There shall be a pre-proposal meeting as under:- Date and Time: 17/02/2020 at 12:30PM Venue: Meeting Hall, Urban Development &amp; Housing Department (UD&amp;HD), Vikas Bhawan New Secretariat, Patna – 800 015.</td>
</tr>
</tbody>
</table>
Proposals must be submitted on the following address no later than the date and time mention:
Date: 03/03/2020, Time: up to 03:00 PM.

The Special Secretary
Urban Development & Housing Department, Govt. of Bihar
Vikas Bhawan, New Secretariat Building, Patna – 800 015
Phone: (0612) 215580, (0612) 2223059
Email: urbansec-bih@nic.in; tcpobihar@gmail.com
Website: http://www.urban.bih.nic.in

The Bid Evaluation Committee will evaluate the Pre-Qualification on the basis of eligibility criteria mentioned in Section 3 of RFP.
Technical Proposals shall be evaluated on the basis of following pre-identified criteria:
(a) Technical criteria that would be considered for selection of bidder would be as follows:

**Evaluation of Technical**

Proposals shall be evaluated on the basis of following pre-identified criteria:

<table>
<thead>
<tr>
<th></th>
<th>Agency’s General Experience &amp; Experience in Similar Assignments</th>
<th>450</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Approach &amp; Methodology for proposed assignment</td>
<td>250</td>
</tr>
<tr>
<td>3</td>
<td>Qualification and Experience of Team Leader &amp; Other Key Professionals</td>
<td>300</td>
</tr>
<tr>
<td></td>
<td><strong>Total Score</strong></td>
<td><strong>1000</strong></td>
</tr>
</tbody>
</table>

The Authority will carry out the evaluation of proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria. Each responsive proposal will be given a technical score. Agencies securing 750 and above marks will be held technically responsive by Bid Evaluation Committee.

Expected date for opening of Financial Proposals: Will be intimated to Technically responsive bidders through letter.

Under this contract the Agency’s payments are Output and Deliverables Based as mentioned in Terms of Reference (ToR).
The Agency shall quote Service Charges for satisfactory performance of the services under the contract in terms of Lump sum Fee mentioned in ToR.
It is expected that Agency has quoted the fee considering all requirements for satisfactory performance of the services included in ToR. If the Agency has not considered any component for performance of the services, no extra payment shall be made on this account.

Amounts payable by the Client to the Agency under the contract shall be subject to local taxes if any. The Client will pay GST, on prevailing rates as applicable on such assignments/services.

Expected date for commencement of services: ....../......./......
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>The duration of the assignment shall be 2 years from the date of signing of the contract and all activities are to be completed in this period. The Agency will commence the project activity simultaneously for all the towns. After completion of the assignment, Hand Holding shall be started for a period of 1 year.</td>
</tr>
<tr>
<td>19</td>
<td>Team Lead shall lead the team. There shall be a group of GIS Specialist, GIS coordinator, Database Administrator, Urban Planner, Support Technical Team Stationed at Head Quarter Town. The agency will coordinate with the concerned Municipality, Agency engaged in the GIS mapping and GIS related works.</td>
</tr>
<tr>
<td>20</td>
<td>The handholding includes regular updation of maps, database, and training to identified Municipality executives and staff by a designated GIS Expert for implementation of services related to GIS for the respective towns for the period of one year after the completion of assignment.</td>
</tr>
<tr>
<td>21</td>
<td>Support Staff as required shall be associated with the assignment as directed by UD&amp;HD.</td>
</tr>
</tbody>
</table>
EMD/ Bid Security Form (Bank Guarantee)
(Bank's Name and Address of Issuing Branch or Office)

Beneficiary:  

........................................................................................................

.................................................................................. (Name and address of Employer)

Date: ..................................................................................

Bid Security No: ..................................................

Whereas M/s. ........................................................................ (Insert the name of the Agency) (hereinafter called the “Agency”) has submitted its technical & financial proposals for the work of
..................................................................( Insert the name of work for which proposal is submitted)
(hereinafter called the “proposals”) under package No. .................................................. on dated
................................................................................................. against the Employer's Notice Inviting Tender (NIT) Notice Inviting Request for
proposal (NIT)/ Invitation for Bid (IFB) No ..........................
..................................................................................... (Insert NIT/IFB number as per
publication in newspaper or website).

Furthermore, we understand that, according to your conditions, proposals must be supported by a Bid Security.
At the request of the Agency, we .......................................................... (Insert name of the
bank) hereby irrevocably undertake to pay you any sum or sums not exceeding in total amount of
........................................................................ (Insert bid security amount in figure).........................
................................................................................ (amount in words) upon receipt by us of your fist demand
in writing accompanied by a written statement stating that the Agency is in breach of its obligation(s) under the
RFP conditions, because the Agency:
  a) has withdrawn its proposal during the period of proposal validity specified by the Agency in the
   technical proposal form; or
  b) does not accept the correction of errors in accordance with the instructions to Agency (hereinafter “the
   ITC”) of the RFP Document; or
  c) having been notified of the acceptance of its proposal by the Employer during the period of proposal
   validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the
   performance Security, in accordance with the ITC.

This guarantee will expire: (a) if the agency is successful agency upon our receipt of copies of the contract
agreement signed by the agency and the performance security issued to you upon the instruction of the agency;
and (b) if the agency is not the successful agency upon the earlier of (i) our receipt of a copy your notification to
the agency name of the successful agency; or (ii) forty five days (45 days) after the expiration of the agency’s
proposal.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before
that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC publication No. 758.

..................................................................................Bank’s seal and authorized signature(s).........................
Appendix - IV

SELF-DECLARATION (On Agency's Letter Head)

(Date: .../2020)

In response to the RFP Document (RFP No. .../....) for Selection of Agencies for "RFP for Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar." I/ We hereby declare that presently our Company/Agency/Agency __________________ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/Agency/Agency __________________ is not Blacklisted/Debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our bid security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Signature...........           Place:............

Name...............           Date:.............

Designation......

Seal of the Organization.
SECTION 3: PRE-QUALIFICATION FORMS

To,
The Special Secretary
Urban Development & Housing Department, Govt. of Bihar
#101, 1st Floor, Vikas Bhawan, New Secretariat Building, Patna – 800015
Phone: (0612) 215580, (0612) 2223059
Email: urbansec-bih@nic.in; tcpobihar@gmail.com
Website: http://www.urban.bih.nic.in

Sub: Selection of Agencies for “RFP for Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar.” - Submission of Pre-Qualification.

Sir,
We, the undersigned, offer to provide the services for the above assignment in accordance with your Request for Proposal vide advertisement dated [Date]. We are hereby submitting our Proposal for the Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar as per RFP.

The Proposal contains the following documents in separate sealed envelopes:
Pre Qualification - One Set of Hard Copy as submitted online through E-Proc.
Technical Proposal - One set of Hard Copy as submitted online through E-Proc.
Financial Proposal - Original

We have gone through the RFP documents and understand the terms and conditions. We understand that you are not bound to accept any proposal you receive.
In the case of any discrepancies, online submission done by the agency through e-proc will be true.
We are applying for this assignment, we are submitting DD/BG/FDR of Rs........... towards Earnest Money Deposit (EMD) in one envelope and we submitting DD of Rs. 7500 each.

Yours sincerely,

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of the Agency:
Address:

Excl: 1. Pre-Qualification (in sealed cover)
2. Technical & Financial Proposal (in sealed cover)
3. General Information
RFP for Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar.

3A. Eligibility Criteria for Participating Agency:

i. The applicant should be a agency or legal entity registered under Companies Act, Societies Act or any other law and should have been in operations in India for at least 5 years with the proof of incorporation/commencement of business (please attach copy of registration certificate).

ii. The Agency should have valid registration of PAN & GST (a copy of certificates to be attached).

iii. The Agency should have successfully completed GIS Base Map and GIS based Property Survey of atleast 5,00,000 (Five Lakh) property. Please attach work order/completion certificates.

iv. Average annual turn-over of the Agency for the last three financial years ending on March 31st 2019 should not be less than Rs. 5Crore (please attach balance sheets and P&L accounts of last 3years 2016-17,2017-18 &2018-19).

v. Joint ventures and consortium are not allowed for this assignment.

vi. The Bidder should not be declared ineligible for corrupt and fraudulent practices or any other reason, whatsoever, or have not been blacklisted/debarred by the Government of India or any of its agencies including public enterprises and/or by any State Government or any of its agencies. Please submit declaration on bidder’s company letter head. Please refer Appendix-IV,Section 2.

3B. General Information

1. Name of the Agency

2. Agency’s registered address in India

3. Agency’s address for correspondence regarding this project, including phone numbers (mention city code), fax numbers and email addresses

4. Details of the authorized signatory of the agency for communication regarding this project

   - Name
   - Designation
   - Contact details of the authorized signatory
   - Office Phone (Direct Line/ Extension) Number
   - Fax Number
   - Mobile Phone Number
   - Email Id

5. Please mention the audited turnover of the agency in the preceding three financial years (Rs. Crores)

   FY 2016-17: _____________ Cr. INR
   FY 2017-18: _____________ Cr. INR
   FY 2018-19: _____________ Cr. INR

Note: Average annual turnover of the Agency of the last three financial years ending on March 31st 2019 should be equal to or more than Rs.5Crore.
RFP for Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar.

3C. Experience of the Consulting Agency

1. Total Experience since the inception of agency (in years):
2. Main line business
3. Total Experience (in years)
4. Relevant Experience (in years):
   (Please refer 3E)

3D. Five major projects executed

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Project</th>
<th>Client</th>
<th>Type of Project</th>
<th>Location of Project</th>
<th>Value of the Project (in Rs.)</th>
<th>Stage of project execution</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(completed/under progress) as on date</td>
<td>Year of completion</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3E. Relevant project (Project Management, GIS Base Map, Property Survey) experience of the Agency

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of City for which Property Survey Done</th>
<th>Client name</th>
<th>Project cost in Rs.</th>
<th>Stage of project execution (completed/under progress) as on date</th>
<th>Total Number of Properties in the Project Area</th>
<th>Attachments (Contract Agreement/Work order/Completion Certificate)*</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Note: Agencies having 5 or more years of experience in GIS Base Map & GIS Based Property survey and should have completed at least should have surveyed at least 5,00,000 properties should only apply.

*State Govt. / Central Govt. / PSU/Urban Local Body/Municipality/Development Authority.
SECTION 4: TECHNICAL FORMS

1. Form TECH-1: Technical Proposal Submission Form
2. Form TECH-2: Agency’s Organization and Experience
3. Form TECH-2B: Agency’s Experience [For Full Technical Proposals Only]
4. Form TECH-3: Suggestions on the Terms of Reference
5. Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment
6. Form TECH-5: Team Composition, Task Assignments and Summary of CV Information
7. Form TECH-6: Curriculum Vitae (CV) for Proposed Experts
8. Form TECH-7: Personnel Schedule
9. Form TECH-8: Work Plan/Schedule
To,
The Special Secretary
Urban Development & Housing Department, Govt. of Bihar
#101, 1st Floor, Vikas Bhawan, New Secretariat Building, Patna – 800015
Phone: (0612) 215580, (0612) 2223059
Email: urbansec-bih@nic.in; tcpobihar@gmail.com
Website: http://www.urban.bih.nic.in

Sub: Selection of Agencies for "RFP for Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar"-Submission of Technical Proposal.

Dear Sir/Madam:

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal for Group’s....... We are hereby submitting our Proposal, which includes this Technical and Financial Proposal.

We are submitting our Proposal without entering in association with/as a Joint Venture. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our Proposal is binding upon us and it is subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in the Data Sheet (Please indicate date).

We also undertake to provide that, in preparation and submission of the Technical and Financial Proposals of the subject assignment, we have:

i. not taken any action which is or constitutes a corrupt or fraudulent practice; and

ii. agreed to allow the Client, at their option, to inspect and audit all accounts, documents, and records relating to the Agency’s Proposal and to the performance of the ensuring Agency’s Contract.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: ___
Name and Title of Signatory: ___
Name of the Agency: ___
Address: ___
## FORM TECH-2A: Agency’s Organization

(Provide here a brief (two pages) description of the background and organization of the Agency with following summary sheet)

<table>
<thead>
<tr>
<th>Name of the Agency:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address of Registered Office:</td>
<td></td>
</tr>
<tr>
<td>Year of Establishment:</td>
<td></td>
</tr>
<tr>
<td>Contact Person with Contact Details:</td>
<td></td>
</tr>
<tr>
<td>Annual Turnover* in last three years (in Lakhs)</td>
<td></td>
</tr>
<tr>
<td>FY 2016-17:</td>
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<tr>
<td>FY 2017-18:</td>
<td></td>
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<tr>
<td>FY 2018-19:</td>
<td></td>
</tr>
<tr>
<td>Average Annual Turnover for above three Financial Years:</td>
<td></td>
</tr>
<tr>
<td>*Audited Statements to be enclosed</td>
<td></td>
</tr>
<tr>
<td>Current Contract Commitments: (in Lakhs)</td>
<td></td>
</tr>
<tr>
<td>Working Capital: (in Lakhs)</td>
<td></td>
</tr>
<tr>
<td>Experience in Similar Assignment:</td>
<td></td>
</tr>
<tr>
<td>- Number of years:</td>
<td></td>
</tr>
<tr>
<td>- Total assignments:</td>
<td></td>
</tr>
<tr>
<td>- Assignments completed in last 3 years:</td>
<td></td>
</tr>
<tr>
<td>Any Award or Felicitation received by the Agency:</td>
<td></td>
</tr>
<tr>
<td>Any Other Relevant Details:</td>
<td></td>
</tr>
</tbody>
</table>
RFP for Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar.

**FORM TECH-2B: AGENCY’S EXPERIENCE (FOR FULL TECHNICAL PROPOSALS ONLY)**

[The following information should be provided in the format below for each reference assignment for which your agency, either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted by the Department stated below.]

<table>
<thead>
<tr>
<th>Assignment name:</th>
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<tbody>
<tr>
<td>Country:</td>
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<tr>
<td>Location within country:</td>
<td></td>
</tr>
<tr>
<td>Name of Client:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Start date (month/year):</td>
<td></td>
</tr>
<tr>
<td>Completion date (month/year):</td>
<td></td>
</tr>
<tr>
<td>Name of senior regular full time employees of your agency involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):</td>
<td></td>
</tr>
<tr>
<td>Narrative description of Project:</td>
<td></td>
</tr>
<tr>
<td>Approx. value of the contract (in current Rs):</td>
<td></td>
</tr>
<tr>
<td>Duration of assignment (months):</td>
<td></td>
</tr>
<tr>
<td>Description of actual services* provided in the assignment:</td>
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</table>

* Copy of Work Order or Completion Certificate from the Client. In case no certificate is provided, the experience of the referred project will not be considered for evaluation.
FORM TECH-3: On the Terms of Reference [For Technical Proposals Only]

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding others, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

1.
2.
3.
4.
5.
Technical Approach and Methodology, Work Plan, and Organization and Personnel,

a) Technical Approach and Methodology. In this chapter bidder should explain understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Bidder should highlight the problems being addressed and their importance, and explain the technical approach bidder would adopt to address them. Bidder should also explain the methodologies they propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter bidder should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-7.

c) Organization and Personnel. In this chapter bidder should propose the structure and composition of their team. Bidder should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel.
**FORM TECH-5: TEAM COMPOSITION, TASK ASSIGNMENTS AND SUMMARY OF CV INFORMATION**

<table>
<thead>
<tr>
<th>Surname, First Name</th>
<th>Agency’s Acronym</th>
<th>Area of Expertise</th>
<th>Position Assigned</th>
<th>Task Assigned</th>
<th>Employment Status with Agency (full-time/other)</th>
<th>Education/Degree (Year/Institution)</th>
<th>No. of years of relevant project experience</th>
<th>CV signature (by expert/by other)</th>
<th>Valid Govt. ID No.</th>
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</tbody>
</table>

**Support Staff**

<table>
<thead>
<tr>
<th>S.No</th>
<th>Surname, Name</th>
<th>Position</th>
<th>Task Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
FORM TECH-6: CURRICULUM VITAE (CV) FOR PROPOSED EXPERTS

[Summary of CV: Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV]

<table>
<thead>
<tr>
<th></th>
<th>Proposed Position</th>
<th></th>
<th></th>
<th></th>
<th>Nationality</th>
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<tbody>
<tr>
<td>2</td>
<td>Name of the Agency</td>
<td></td>
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<tr>
<td>3</td>
<td>Name of the Staff</td>
<td></td>
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<tr>
<td>4</td>
<td>Date of Birth</td>
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<tr>
<td>5</td>
<td>Education</td>
<td>Degree</td>
<td>Institution</td>
<td>Year</td>
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<table>
<thead>
<tr>
<th></th>
<th>Professional Memberships</th>
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<tbody>
<tr>
<td>7</td>
<td>Other Training/publications</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Countries of work experience</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Languages</th>
<th>Language</th>
<th>Speak</th>
<th>Read</th>
<th>Write</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td>English</td>
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<td></td>
<td>Hindi</td>
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<tr>
<td></td>
<td></td>
<td>Punjabi</td>
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<table>
<thead>
<tr>
<th></th>
<th>Employment Record (Relevant experience)</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Department</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Position Held</td>
<td></td>
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<tr>
<td>10</td>
<td>Employment Record (Other experience)</td>
<td>From</td>
<td>To</td>
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<td></td>
<td>Department</td>
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<td></td>
<td>Position Held</td>
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<tr>
<th></th>
<th>Valid ID Proof. &amp; ID No.(PAN/Aadhaar)</th>
<th>From</th>
<th>To</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Department</td>
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<td></td>
<td>Position Held</td>
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</tbody>
</table>

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<thead>
<tr>
<th></th>
<th>Detailed Task Assigned (Relevant)</th>
<th>From</th>
<th>To</th>
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<tbody>
<tr>
<td></td>
<td>Department</td>
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<td></td>
<td>Position Held</td>
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<tr>
<td>11</td>
<td>Detailed Task Assigned (Other)</td>
<td>From</td>
<td>To</td>
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<tr>
<td></td>
<td>Department</td>
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<td></td>
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<tr>
<td></td>
<td>Position Held</td>
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</tr>
</tbody>
</table>

Signature of the Expert: Date:

Signature of Authorized Representative: Date:

* Use separate form for each Key Professionals
RFP for Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar.

FORMTECH-7: PERSONNEL SCHEDULE

Please use your own format.
FORMTECH-8: WORK PLAN/SCHEDULE

<table>
<thead>
<tr>
<th>S No</th>
<th>Activity¹</th>
<th>Months²</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>……n</th>
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</tbody>
</table>

¹ Indicate all main activities of the assignment, including delivery of reports/deliverables as per Terms of Reference & Scope of Work (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

² Duration of activities shall be indicated in the form of a bar chart
SECTION 5: FINANCIAL PROPOSAL

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

The Special Secretary
Urban Development & Housing Department, Govt. of Bihar
#101, 1st Floor, Vikas Bhawan, New Secretariat Building, Patna – 800 015
Phone: (0612) 215580, (0612) 2223059
Email: urbansee-bih@nic.in; tcepobihar@gmail.com
Website:http://www.urban.bih.nic.in

Sub: Selection of Agencies for “RFP for Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar.”- Submission of Financial Proposal.

Dear Sir /Madam:

We, the undersigned, offer to provide our services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal for Group’s...... Our attached Financial Proposal is for the service fee in percentage of [Insert amount(s) in words and figures’]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Data Sheet.

No fees, gratuities, rebates, gifts, commissions or other payments have been given or received in connection with this Proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: ______
Name and Title of Signatory: __
Name of Agency: ______
Address: ______

1 Amount must coincide with the ones indicated under Total in Form FIN-2.
**FORM FIN-2: SUMMARY BY COSTS**

**Project Title: Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar**

<table>
<thead>
<tr>
<th>SL.No.</th>
<th>Description of Services</th>
<th>Rate</th>
<th>Total (in Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[1]</td>
<td>Consultancy fee for providing services for RFP for Selection of Principal Consultant for Project Management for GIS Mapping and Urban Planning Projects under UD&amp;HD for towns of Bihar as per Terms of Reference (ToR) complete to the satisfaction of Client. GIS Base Map Preparation, Property survey, linkage of database with base map, Update of Base Map, Report, etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[2]</td>
<td>Handholding and Update for 1 year after completion of project</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[4]</td>
<td>Add GST as per prevailing rates</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[5]</td>
<td><strong>Total Consultancy fee including GST</strong> [3]+[4]</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Amount of Financial proposal:

Grand Total including GST:

(In figures)

(In Words)

Note:

1. The Agency/holder has to quote the rates exclusive of all taxes, except Goods and Service Tax applicable.
2. Once contract is awarded and the cost is optimized, Municipality shall not be responsible for any other cost apart from the gross quoted 10% rates with applicable GST.
3. While quoting financial offers, applicable agencies are requested to refer relevant Clauses of Data Sheet under Section 2 and relevant Clause of Terms of Reference under Section 6 of RFP Document.
4. During Evaluation of Financial proposals, the quoted/Agency excluding goods and service tax shall be considered.
5. The client shall pay the Agency, the GST, on prevailing rates as applicable on the service fee.
6. In case of change in Area within the range of ±10% of the specified area as per Terms of reference, the rate will remain unchanged.

TCPO, Urban Development & Housing Department, Bihar
SECTION 6: TERMS OF REFERENCE

Content:
1. Study Area
2. Scope of Work
3. QA & QC
4. Expertise & Inputs
5. Schedule for Principal Consultant
6. Payment to the Agency
7. ANNEXURE I (GIS Thematic layers)
8. ANNEXURE II (Field Data Sheet Format)
SECTION 6: TERMS OF REFERENCE (ToR)

Study Area

The study area will be the existing municipal area and AOI of the towns. However, if there is any change in municipal area before or after award of the contract the new municipal area will be considered as study area of the town.

1. Scope of Work

The selected bidder is expected to provide technical and management support during the planning, design and implementation phases of GIS Base Map preparation and its property survey and updation of Base Map as described below but not limited to, for satisfactory performance of the services within the Contractual framework. Property Survey task is focused on detailed door to door survey of each property/holding within municipal area which includes the existing municipal area and proposed extension of municipal limits for the respective towns. The agency will collect GIS Base Map of the concerned towns from respective municipality/UD&HD, Bihar. The next task is linkage of property database in different tables with Base Map. The agency shall also work on house numbering system for the respective Municipality and suggest/simplify it, link with the database of the respective property in the GIS environment. The agency shall also integrate the data and maps collected for other assignments like socio economic survey environment profile with Base Map of the respective town and update the Base Map.

1.1 Scope of Work for Principal Consultant:

1.1.1 Procurement of Satellite Imagery:

Principal Consultant shall procure High Resolution (< 1 Mtr) MSS Satellite Imagery.

1.1.2 Preparation of GIS Base Map

The main objective of the project is to develop a detailed GIS Base map on a scale of 1:1,000 for the 85 towns of the state. The details of features to be interpreted are given in Annexure II. The preliminary interpreted map should be ground verified and the final map is to be prepared by incorporating the ground truth data. These detailed maps consisting of the planimetric details, Cadastral boundaries, micro level land use and utility services need to be generated using the latest technologies like DGPS, image processing and digital data capture using High Resolution Satellite Data supplemented by the ground truth collection.

1.1.3 Geo Referencing of satellite imagery:

To correct various geometric anomalies in raw satellite imagery, Ground Control Points (GCP) collected through Differential Global Positioning System (DGPS) Survey will be used for Geo referencing of the imagery. Geo Referencing and Geo-coding of data should be on WGS-84 with projection on UTM.

1.1.4 Digitization and Map Preparation

Proper grid and projection shall be designed for the whole of the town. This is essential for proper representation of graphical data and location related unique ids for each property, which shall be a part of GIS for the spatial analysis. In the case of digitization, the data is checked for dimensional accuracy, completeness, displacement, edge matching, symbology, and layering. All undershoots/overshoots; dangling vertices shall get removed in the process. The method to be adopted for digitization shall conagency as per the standards discussed below:

i) Minimum mapable unit on Maps — 1 mm on scale

ii) Location accuracy in GIS — 1 mm on scale
iii) Minimum spatial unit in GIS -- 2 mm on scale
iv) Registration Error threshold in GIS -- 0.25 mm on scale
v) Coordinate movement/Weed tolerance -- 0.25 mm on scale

All features like Buildings, Vacant Plots, Roads (National Highways, State Highways, City Roads and Streets), Bridges(Flyovers, Railway Bridges, etc.) Railway Tracks, Parks, Gardens, Stadiums, Slums, Traffic Squares, Water Bodies (River, Lake, Pond, Drainage, Canal etc.), Over Head Tanks etc. should be extracted from imagery through on screen / Heads on digitization technique. The hard copy of the maps with all the above digitized features is to be prepared on 1:750 scale for updation of base map through field survey.

1.1.5 Final Base Map

Final base map is to be prepared incorporating the data collected from survey and the data for different entities. Hard copy base maps are to be prepared at 1:1000 scale ward wise. The base maps will be prepared in various layers for ease of operation in GIS. Layer and data structures can be modified depending on the local requirements of Municipalities after approval from the department. The selected agency shall integrate digital photograph of each property provided by the survey agency and it shall be linked with respective database of the building in base map.

1.1.6 Compilation of Data as per database structure

The agency will compile the data as per database structure provided by the UD & HD, Bihar. The agency shall also integrate existing holding number as per municipal record for each property except new properties identified during survey. Unique ID shall be structured for each property considering unique ID used for land parcel/buildings.

1.1.7 Integration of Database with Base Map and its Updation

During the survey if there is any change in status of administrative boundaries (like ward boundary, tax zone, circle) Parcel, Buildings and other utilities including road, drainage, sewerage, water network, street light, OHT etc. it should be updated in the Base Map. The agency shall integrate the final database for each property with the base map database and also update the thematic layers of base map accordingly.

1.1.8 Data management and coordination

Data and map management for various departments. Providing customized maps, data and report preparation as per department's requirement.

1.1.9 Workshop and Training

The agency shall organize workshop and training during the Project period for each town separately in the respective Municipality. The participants of the workshop will be executives and staff of the Municipality and UD & HD, Bihar team. All the workshops during the project period shall be focused on work progress training on survey, mapping, database integration and updation of data.

1.1.10 Handholding

After successful completion of the assignment the agency shall provide handholding support for 1 year in the respective towns. The handholding includes regular updation of maps, database, and training to identified Municipality executives and staff by a designated GIS Expert for Implementation of GIS for the respective towns. New property identified through Self-Assessment System or surveyed/provided by the Municipality shall be also updated in GIS environment by the agency. The agency shall use their own logistics (hardware & software) for this purpose. The agency shall setup offices at each town before starting the assignment work.
RFP for Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar.

During above period of assignment, the agency shall ensure all cooperation and coordination required for development of web customization of above maps and data, which may be required for implementation of Phase III work of GIS Mapping.

2 Outcome & Deliverables for Principal Agency:
Under this contract the Agency’s payments will be output and deliverables based. It is very important to note clearly and in detail the exact outputs required and what they should contain. The desired outputs & deliverables under this contract are as shown below.

Under this contract the's payments will be output and deliverables based. It is very important to note clearly and in detail the exact outputs required and what they should contain. The desired outputs & deliverables under this contract are as shown below.

1. Rectified satellite imagery along with GCP file
2. Soft copies of images in .jpg and .JPEG formats
3. Ward wise check prints in Hard copy on 1:2500 scale containing all the thematic layers, contours and administrative boundaries except Buildings & Parcels (In A0 Paper two sets). Second set will be submitted only after incorporation of feedback and corrections as suggested by the concern ULBs and the department (UD & HD)
4. Digital base map of all the thematic layers excluding building/plot on 1:2500 scale in 2 sets in hard copy (A0 Paper) and one set in soft copy in GIS format and PDF format
5. Ward wise check prints in Hard copy on 1:750 scale (Two sets on A0 Paper) and PDF format. Second set will be submitted only after incorporation of feedback and corrections as suggested by the concern ULBs and the department
6. Ward wise Final Base Map (Hard Copy) on 1:1000 scale (Two sets of multi-colour plotted maps on A0 paper) and PDF format
7. Digital data of base map in DXF/DWG, SHP file format along with soft copy of base map to a scale of 1:2500 and 1:5000 (soft copy) for the total town area in DXF/DWG, SHP and PDF format which shall contain foot prints of each building, slum boundary ward wise, roads, nalas, Canals, railway lines, bridges, water bodies duly incorporating cadastral information, Locality, ward, block, slum, and municipal boundaries with contour information at 0.5 Meter interval.
8. Final Base maps on 1:2500 in hard copy (Two sets of multi-colour plotted maps on A0 Paper) and PDF format
9. Base maps on 1:5000 in hard copy (Two sets of multi-colour plotted maps on A0 Paper) and PDF format
10. Ward wise Slum boundary with dwellings and utilities/basic infrastructure map on 1:500 scale in soft copy – PDF format

11. In Hard Copy
11.1 One (1) Set of Check Prints of all the maps in Hard copy with Holding/Property ID, Lat& Long, Property usage, revenue circle boundary along with ward boundary and tax zone on 1:750 scale on A1 paper verified and approved by Municipality staff/official.
11.2 Two (2) sets of updated base map with Revenue Circle and Tax Zone on 1: 2000 scale on A1 paper.
11.3 Two (2) sets of Ward wise Property database (bounded volumes) with GIS to, owners name, usage, floor wise details and total taxable area etc. On A4 paper.

12. Digital Data

12.1 Database of Property attached with Base map data in GIS format (.shp file) and digital photograph of each property
12.2 Updated Base map in .dwg and Arc GIS (.shp file with database) format with existing Revenue Circle Boundary and Tax Zone Boundary on 1: 1000 scale

13. Workshop/Training:

During the complete Project period the agency shall organize Five Workshops for training of Municipal staff. These workshops will focus on data collection, data compilation, mapping, database generation and its integration with Base Map along with progress of work. The first workshop shall be organized at the time of the submission of one ward data for the respective towns. All the workshop dates shall be finalized as per requirement by the client/the respective Municipality.

3 Quality Assurance (QA) and Quality Control (QC)

The agency shall follow standard Government of India standards and guidelines for Survey, Mapping and Database generation. Each property shall be measured accurately and the carpet area calculated as per Bihar Municipal Act 2007. The thematic layers attribute data should be attached on the basis of unique ID. The agency will submit the data on fortnightly basis to the respective Municipality and UD&HD, Bihar in hard and soft copy. At least 10% of the data will be taken as sample and checked randomly by UD&HD, Bihar and by the respective Municipality and if it’s less than 5% of sample data is found to be incorrect, the agency will correct it within 15 days after getting feedback from the UD&HD, Bihar/ Municipality and resubmit. In case of more than 5% of the sample data found to be incorrect, the agency will have to redo the survey for the area without any extension of time and resubmit the corrected data for quality check.

4 Expertise & Inputs

The professional requirements of personnel to be provided by the selected agency for the project are given in the following Table detailing type of expertise, required skills and experience. The criteria are desirable and not restrictive, such as stating an exact degree might preclude other good candidates from the job. The bidder needs to provide the CVs of its proposed team in the prescribed format:

**Key Professionals for Principal Consultant:**

<table>
<thead>
<tr>
<th>Designation</th>
<th>Requirement</th>
<th>Basic Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team Lead</td>
<td>1</td>
<td>Masters in Planning/Geography/Remote sensing/Urban Planning/Geology/Bachelors in Civil Engineering/B Plan/BE/BTech/BArch with an experience of minimum 15 years in the field of GIS/ Remote Sensing/ Survey Projects, Handling big projects, Project Management, coordination, analysis and reporting experience. Team Lead should be available for the entire project period stationed at the respective project place.</td>
</tr>
<tr>
<td>GIS Specialist</td>
<td>2</td>
<td>Masters Degree in Geography / Remote sensing/ Urban Planning/Geology or BE/BTech in any Engineering branch with a minimum of 10 years of experience in the field of GIS and Remote</td>
</tr>
</tbody>
</table>
### RFP for Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar.

<table>
<thead>
<tr>
<th>Role</th>
<th>Required Qualification</th>
</tr>
</thead>
<tbody>
<tr>
<td>GIS Coordinator</td>
<td>Masters Degree in Geography / Remote sensing/ Urban Planning/Geology or BE/BTech in any Engineering branch with a minimum of 5 years of experience in the field of GIS and Remote Sensing. He/she should be for the entire project period stationed at the respective project place.</td>
</tr>
<tr>
<td>Database Administrator</td>
<td>BE/BTech (any branch)/MCA/BCA with an experience of minimum 5 years in Spatial Database Management using SQL/Oracle. He/she should be for the entire project period stationed at the respective project place.</td>
</tr>
<tr>
<td>Urban Planner</td>
<td>1. Masters in Planning (After BArch) with 5 years experience in relevant field - 1 no &lt;br&gt;2. Masters in Planning (After Bplan/Masters in Geography/Statistics/economics or equivalent) 5 years experience in relevant field – 1 No. &lt;br&gt;3. Masters in Planning (After Masters in civil) 5 years experience in relevant field – 1 No.</td>
</tr>
<tr>
<td>Support Technical Team</td>
<td>To be lead by Civil Engineer (BE/BTECH in Civil Engineering with an experience of 3 Years in relevant field. Experience in GIS and survey work.) – 1 No. &lt;br&gt;J.E (Diploma in Civil Engineering/Survey/Architecture) - 2 No. &lt;br&gt;Draftsman (ITI in Civil draftsmanship) – 2 No.</td>
</tr>
</tbody>
</table>

**Note:**
1. All the above personnel should be computer savvy and be able to use latest design software project management software for the respective area of work. All the above key professionals shall have experience in GIS.
2. Proposed personnel must be proficient in both written and spoken English.
3. All the above key professionals will be stationed in the headquarter town i.e. Patna till completion of the assignment. The Client may provide the required office space. Basic Infrastructure shall be arranged by the Principal Consultant.
4. All the activities like data entry, database generation & its linkage with base map with updation will be done in the office.
5. In case of change of above key personnel, person with same qualification and experience may be engaged with the assignment by the agency on prior approval from the client.

TCFO, Urban Development & Housing Department, Bihar
### Schedule for Principal Consultant:

The detailed time line for different activities is given below:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Activities</th>
<th>Activity to be completed by*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Inception Report(Briefing of the project and data structure modeling)</td>
<td>4th Week</td>
</tr>
<tr>
<td>2</td>
<td>Procurement of Satellite Imagery</td>
<td>6th Week</td>
</tr>
<tr>
<td>3</td>
<td>Image Rectification with GCPs and based on submitted DGPS survey report by vendor (phasewise)</td>
<td>12th Week</td>
</tr>
<tr>
<td>4</td>
<td>Preparation of Thematic layers (except Building/plots) along with contours and 1:2500 scale check prints incorporating feedback by the concern ULBs/UD &amp; HD(phase wise)</td>
<td>16th Week</td>
</tr>
<tr>
<td>5</td>
<td>Submission of check prints on 1:750 scale</td>
<td>24th Week</td>
</tr>
<tr>
<td>6</td>
<td>Property Survey data collection from vendor, database generation and its integration with base map for one Ward of each town of the Group with separate report for each town for the one ward and first workshop in the department(phase wise)</td>
<td>30th Week</td>
</tr>
<tr>
<td>7</td>
<td>Property Survey data collection from vendor, database generation and its integration with base map for next 5 wards* of all the towns of the Group, house number plate fixation digital photograph of each property for one ward for the respective towns with First Interim Progress report and second workshop(phase wise)</td>
<td>36th Week</td>
</tr>
<tr>
<td>8</td>
<td>Property Survey data collection from vendor, database generation and its integration with base map for next 10 wards* of both the towns, house number plate fixation digital photograph of each property of the next 10 wards for the respective towns with Second Interim Progress Report.</td>
<td>42nd Week</td>
</tr>
<tr>
<td>9</td>
<td>Property Survey data collection from vendor, database generation and its integration with base map for next 10 wards* of all the towns of the Group, house number plate fixation digital photograph of each property of the 10 wards for the respective towns, with third Interim Progress report and third workshop(phase wise)</td>
<td>48th Week</td>
</tr>
<tr>
<td>10</td>
<td>Property Survey data collection from vendor, database generation and its integration with base map for remaining wards* of both the towns, house number plate fixation digital photograph of each property of all the remaining wards for the respective towns with fourth interim Progress report and fourth workshop(phase wise)</td>
<td>60th Week</td>
</tr>
<tr>
<td>11</td>
<td>Submission of Final Reports, other Deliverables. Update of GIS Base Map, Final Report, remaining deliverables and Fifth workshop</td>
<td>78th Week</td>
</tr>
<tr>
<td>12</td>
<td>Updation of above data during acceptance from the department</td>
<td>104th Week</td>
</tr>
</tbody>
</table>

*After completion of all the above activities the agency shall provide its services for handholding for 1 year.
6  Payment to the Agency

I. Under this contract the Agency's payments will be based on output and deliverables as per the following schedule:

**Part 1: GIS Base Map, Property Survey, database generation, linkage of database with Base Map, Fixing of House Number Plate, Updation of Base Map, Reports, etc**

<table>
<thead>
<tr>
<th>S No</th>
<th>Deliverable/Outputs</th>
<th>Payment Terms (% of Admissible Consultancy Fee)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Acceptance of inception report (with )</td>
<td>5%</td>
</tr>
<tr>
<td>2</td>
<td>Acceptance of Image Rectification reports</td>
<td>5%</td>
</tr>
<tr>
<td>3</td>
<td>Acceptance of Thematic layers (except Building/plots) along with contours and 1:2500 scale check prints incorporating feedback by the concern ULBs/UD &amp; HD</td>
<td>5%</td>
</tr>
<tr>
<td>4</td>
<td>Acceptance of Thematic layers (except Building and Plots) along with contours (Hard copy check print maps on 1:2500 scale corrected as per feedback and GIS data of all the thematic layers with contours (Hard copy check print maps on 1:2500 scale corrected as per feedback and GIS data of all the thematic layers except buildings and land parcels)</td>
<td>5%</td>
</tr>
<tr>
<td>5</td>
<td>Acceptance of corrected check prints of 1:750 scale contain land use, building footprints and other important features like road, drainage, landmarks etc.</td>
<td>10%</td>
</tr>
<tr>
<td>6</td>
<td>Acceptance of final base map in different scale (1:1000; 1:2500&amp; 1:5000 scale), Maps in PDF format and MXD format in different scale and soft copy of all the thematic layers including building/plot thematic layer with database,</td>
<td>10%</td>
</tr>
<tr>
<td>7</td>
<td>Acceptance of data integrated with base map of One Ward property survey along with report on for the respective towns and first workshop</td>
<td>10%</td>
</tr>
<tr>
<td>8</td>
<td>Acceptance of integration of data of next five ward property survey data (including digital photograph and number plate fixation for each property/holdings) with base map for all the towns, second workshop and first interim progress report</td>
<td>10%</td>
</tr>
<tr>
<td>9</td>
<td>Acceptance of integration of data for next 10 ward property survey data (including digital photograph and number plate fixation for each property/holdings) for both the towns integrated with base map, second interim progress report and third workshop</td>
<td>10%</td>
</tr>
<tr>
<td>10</td>
<td>Acceptance of integration of data for next 10 wards property survey data (including digital photograph and number plate fixation for each property/holdings) for both the towns integrated with base map.</td>
<td>10%</td>
</tr>
<tr>
<td>11</td>
<td>Acceptance of integration of data for remaining ward data (including digital photograph and number plate fixation for each property/holdings) for both the towns integrated with base map, third interim progress report and fourth</td>
<td>10%</td>
</tr>
</tbody>
</table>

TCPO, Urban Development & Housing Department, Bihar
### RFP for Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Submission and approval of updated base map of the town on 1: 1000 scale and remaining deliverables along with Detailed Final report and fifth workshop</td>
</tr>
<tr>
<td></td>
<td>10%</td>
</tr>
</tbody>
</table>

II. The consultancy charges for performance of the services under the contract shall be paid by the client in terms of percentage of the town wise total project cost (as mentioned in the agreement).

III. The client shall pay the Agency, the Service Tax, on prevailing rates as applicable on the consultancy charge.

IV. Payments to the agency will be town wise on the basis of wise deliverables an its acceptance.

**Part 2: Handholding and updation for 1 year after completion of project**

Payment for handholding and updation shall be paid on quarterly basis separately after submission and approval of detailed report on updation of GIS data on quarterly basis for three years.
GIS Base Map Thematic Layers

<table>
<thead>
<tr>
<th>S. No</th>
<th>Thematic Layer</th>
<th>Attribute Field</th>
<th>Feature Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Area of Interest Boundary (AOI)</td>
<td>Municipality Name</td>
<td>Polygon</td>
</tr>
<tr>
<td>2</td>
<td>Municipal Boundary</td>
<td>ID and Municipality Name</td>
<td>Polygon</td>
</tr>
<tr>
<td>3</td>
<td>Ward Boundary</td>
<td>Ward ID, Ward No., Ward Area, Population 2011, Slum Area, Slum Population, Total Fire Station, Total Pumping Station, Delineation Date</td>
<td>Polygon</td>
</tr>
<tr>
<td>4</td>
<td>Slum Boundary</td>
<td>Slum Code, Ward ID, Slum Area m²(Survey), Slum Area in Ha (GIS), Land Ownership, Slum Population 2011 (Survey), Total Households, Slum Surroundings, Slum Physical Location, Drainage Connection Status, Sewerage Connection Status, Slum Flood Status, Approach Road Status, Educational Facilities, Health Facilities, Community Hall, Livelihood Production, Vocational Training, Rehabilitation Centre, Night Shelter, Dwelling Units, Semi Pucca Dwellings, Kachha Dwellings, Dwellings with Electricity, Survey Date</td>
<td>Polygon</td>
</tr>
<tr>
<td>5</td>
<td>Tax Zone</td>
<td>Tax Zone ID, Ward ID, Road ID, Road Type, Locality, Delineation Date</td>
<td>Polygon</td>
</tr>
<tr>
<td>6</td>
<td>Colony Boundary</td>
<td>Colony ID, Ward ID, Colony Name, Locality, Area (GIS), Delineation Date</td>
<td>Polygon</td>
</tr>
<tr>
<td>7</td>
<td>Parcel</td>
<td>Parcel ID, Survey Date, Zone ID, Ward ID, Ward No, Road ID, Road Name, Tax Zone, Address, Land-use Code, Land use Detail, Parcel Area (GIS)</td>
<td>Polygon</td>
</tr>
<tr>
<td>8</td>
<td>Building Footprint</td>
<td>Building ID, Parcel ID, Survey Date, Land-use Code, Ward ID, Ward No., Road ID, Road Name</td>
<td>Polygon</td>
</tr>
<tr>
<td>9</td>
<td>Water Bodies</td>
<td>Water Body ID, Water Body Name, Delineation Date</td>
<td>Polygon</td>
</tr>
<tr>
<td>10</td>
<td>Road</td>
<td>Road ID, Ward Id, Road Name, Road Type, Road Length in m (GIS), Maintaining Agency, Construction Material, Locality, Carriage Way Width in m, ROW Width in m, Footpath Status, Median Status, Date of Survey</td>
<td>Line</td>
</tr>
<tr>
<td>11</td>
<td>Carriage Way</td>
<td>Road Id, Road Name, Carriage Way Width in m</td>
<td>Line</td>
</tr>
<tr>
<td>12</td>
<td>Right of Way</td>
<td>Road Id, Road Name, Right of Way Width in m</td>
<td>Line</td>
</tr>
<tr>
<td>13</td>
<td>Footpath</td>
<td>Road ID, Road Name, Construction Material, Footpath Width in m</td>
<td>Line</td>
</tr>
<tr>
<td>No.</td>
<td>Type</td>
<td>Details</td>
<td>Type</td>
</tr>
<tr>
<td>-----</td>
<td>-------------------------------</td>
<td>------------------------------------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>14</td>
<td>Traffic Square (TS)</td>
<td>TS ID, Ward ID, Road ID, Survey Date, Traffic Light Status, Post No; Name</td>
<td>Point</td>
</tr>
<tr>
<td>15</td>
<td>Bridge/Flyover</td>
<td>Bridge ID, Ward ID; Road ID, Survey Date, Locality, Bridge Type, Bridge Length in m, Bridge Width in m, Construction Material, Commissioning Year</td>
<td>Line</td>
</tr>
<tr>
<td>16</td>
<td>Railway Network</td>
<td>Railway ID, Survey Date</td>
<td>Line</td>
</tr>
<tr>
<td>17</td>
<td>Water Supply Network</td>
<td>Water Network ID, Road ID, Date of Survey, Length in m Start Point, End Point, Locality, Type, Pipe Diameter in mm, Construction Material</td>
<td>Line</td>
</tr>
<tr>
<td>18</td>
<td>Water-Pumping Station (WPS)</td>
<td>WPS ID, Ward ID, Road ID, Survey Date, Parcel ID, Locality, Capacity, Motor Capacity, Running Hours, Water Network ID, Commissioning Year</td>
<td>Point</td>
</tr>
<tr>
<td>19</td>
<td>Over Head Tank (OHT)</td>
<td>OHT ID, Ward ID, Road ID, Survey Date, Parcel ID, OHT Stage, OHT Capacity in litre, Water Network ID, Commissioning Year</td>
<td>Point</td>
</tr>
<tr>
<td>20</td>
<td>Valve</td>
<td>Valve ID, Ward ID, Road ID, Locality, Valve Diameter in mm, Survey Date, Up-Stream Water Network ID, Down' Stream Water Network ID, Valve Type, Commissioning Year</td>
<td>Point</td>
</tr>
<tr>
<td>21</td>
<td>Drainage Network</td>
<td>Drainage ID, Ward ID, Road ID, Survey Date, Length in m, Line Network Start Point, End Point, Drainage Name</td>
<td>Line</td>
</tr>
<tr>
<td>22</td>
<td>Street Light (SL)</td>
<td>SL ID, Ward ID, Road ID, Survey Date, Locality, Pole Type, Point SL Type, Energy Source</td>
<td>Point</td>
</tr>
<tr>
<td>23</td>
<td>Garbage Collection Pint (GCP)</td>
<td>GCP ID, Ward ID, Road ID, Survey Date, Locality, Garbage/Waste Type, GCP Status, Approx. number of covering house</td>
<td>Point</td>
</tr>
<tr>
<td>24</td>
<td>Park/Garden</td>
<td>Park ID, Ward ID, Road ID, Survey Date, Parcel ID, Locality, Park Type</td>
<td>Point</td>
</tr>
<tr>
<td>25</td>
<td>Cell Phone Tower (CPT)</td>
<td>CPT ID, Ward ID, Road ID, Point Tower (CPT) Survey Date, Parcel ID, Locality, CPT Status, Owner Name</td>
<td>Point</td>
</tr>
<tr>
<td>26</td>
<td>Hoardings</td>
<td>Hoarding ID, Ward ID, Road ID, Survey Date, Hoarding Point m^ Location, Parcel ID, Hoarding Category, Hoarding Size, Owner</td>
<td>Point</td>
</tr>
<tr>
<td>27</td>
<td>Fire Station</td>
<td>Fire Station ID, Ward ID, Road ID, Survey Date, Locality, Parcel ID, Water Capacity, Numbers of Vehicle, Telephone Number</td>
<td>Point</td>
</tr>
<tr>
<td>28</td>
<td>Other Basic Infrastructure (OBI)</td>
<td>OBI ID, Ward ID, Road ID, Survey Date, Locality, OBI Code, Capacity, Commissioning Year</td>
<td>Point</td>
</tr>
<tr>
<td>29</td>
<td>Landmark (LM)</td>
<td>LM ID, Ward ID, Road ID, Survey Date, Locality, LM Type, Point LM Description</td>
<td>Point</td>
</tr>
<tr>
<td>30</td>
<td>DGPS</td>
<td>DGPS ID, Ward ID, Latitude, Longitude, Spot Height, DGPS Point</td>
<td>Point</td>
</tr>
<tr>
<td>No.</td>
<td>Feature</td>
<td>Photo ID, Survey Date</td>
<td>Geometry Type</td>
</tr>
<tr>
<td>------</td>
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<td>---------------------------------------------------------------------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>31</td>
<td>Permanent Bench Mark</td>
<td>PBM ID</td>
<td>Point</td>
</tr>
<tr>
<td>32</td>
<td>Public Tap (PT)</td>
<td>PT ID, Ward ID, Road ID, Survey Date, Locality, PT Type</td>
<td>Point</td>
</tr>
<tr>
<td>33</td>
<td>Power Supply Network (PSN)</td>
<td>PSN ID, Road ID, Survey Date, PSN Type Line</td>
<td>Line</td>
</tr>
<tr>
<td>34</td>
<td>Electric Pole (EP)</td>
<td>EP ID, Road ID, Survey Date</td>
<td>Point</td>
</tr>
<tr>
<td>35</td>
<td>Electric Transformer (ET)</td>
<td>ET ID, Road ID, Survey Date, PSN ID</td>
<td>Point</td>
</tr>
<tr>
<td>36</td>
<td>Industrial Zone (IND Z)</td>
<td>IND Z ID, Ward ID, Date of Delineation, Locality, Area</td>
<td>Polygon</td>
</tr>
<tr>
<td>37</td>
<td>Cadastral/Town Survey Maps (CD)</td>
<td>CD ID, Sheet No, Khasra No, Locality, Ward No.</td>
<td>Polygon</td>
</tr>
<tr>
<td>38</td>
<td>Bus Shelter</td>
<td>ID, Ward No, Locality, Road ID, Description.</td>
<td>Point</td>
</tr>
<tr>
<td>39</td>
<td>Sewerage Treatment Plant and Sewerage Pumping Station</td>
<td>ID, Road ID, Type (STP/SPS) Capacity Ward Locality.</td>
<td>Point</td>
</tr>
<tr>
<td>40</td>
<td>Drainage Pumping Station</td>
<td>ID, Road ID, Capacity, Ward, Locality, Description</td>
<td>Point</td>
</tr>
<tr>
<td>41</td>
<td>Contour</td>
<td>ID, Height</td>
<td>Line</td>
</tr>
<tr>
<td>42</td>
<td>Landfill Site</td>
<td>ID, Road ID, Ward No, Locality</td>
<td>Polygon</td>
</tr>
<tr>
<td>43</td>
<td>Vent Shaft</td>
<td>ID, Road ID, Size, Ward No, Locality, Description, Status.</td>
<td>Point</td>
</tr>
<tr>
<td>44</td>
<td>Manhole</td>
<td>ID, Road ID, Ward No, Locality</td>
<td>Point</td>
</tr>
<tr>
<td>45</td>
<td>Community Toilet</td>
<td>ID, Road ID, Ward No, Locality, Description, Status.</td>
<td>Point</td>
</tr>
</tbody>
</table>
SECTION 7: STANDARD CONTRACT
RFP for Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar.

Agreement & General Conditions of Contract

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1.6 Notices
1.7 Location
1.8 Authority of Member in Charge
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1.10 Taxes and Duties

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2.2 Termination of Contract for Failure to Become Effective
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Section-IV APPENDICES
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   Appendix B: Agency’s Sub-Agency, Key Personnel and Sub-Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel, schedule for submission of various reports.
   Appendix C: Hours of work for Agency’s Personnel
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Section-V TERMS OF REFERENCE
Section-VI SCHEDULE OF PRICES
Section-VII MINUTES OF CONTRACT NEGOTIATION

TCPO, Urban Development & Housing Department, Bihar
SECTION I: FORM OF CONTRACT
(on Rs.1000/-non-judicial stamp)

CONTRACT FOR: Principal Consultant for GIS Mapping and Data Integration of towns of Bihar.

GROUP OF TOWNS: [Please insert Group Number]

THIS CONTRACT is made

BETWEEN: [UD&HD (hereinafter referred to as “the Client”)] AND: [Please insert name of Agency] (hereinafter referred to as “the Agency”) WHEREAS:

A. the Client has requested the Agency to provide certain services as defined in the General Conditions attached to this Contract (hereinafter called the “Services”); and

B. the Agency, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. Documents

This Contract shall be comprised of the following documents:
Section I Form of Contract
Section II General Conditions
Section III Special Conditions
Section IV Appendices
Section V Terms of Reference
Section VI Schedule of Prices
Section VII Minutes of Contract Negotiation Meeting

Appendices:

Appendix A: Agencies, Sub-Agencies, Key personnel and Sub professional personnel, Task assignment, Work program Manning schedule, qualification requirements of key personnel, Schedule for submission of various reports
Appendix B: Hours of work for Agency’s Personnel
Appendix C: Minutes of Financial/ Contract Negotiations with the Agency
Appendix D: Copy of Letter of Invitation
Appendix E: Copy of Letter of Acceptance

TCPO, Urban Development & Housing Department, Bihar
Appendix F: Minutes of the Pre-bid meeting

2. This Contract constitutes the entire agreement between the Parties in respect of the Agency obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

3. The mutual rights and obligations of the Client and the Agency shall be as set forth in the Contract; in particular
   (a) The Agency shall carry out the Services in accordance with the provisions of the Contract; and
   (b) Client shall make payments to the Agency in accordance with the provisions of the Contract.

4. Commencement and Duration of the Services

   The Agency shall start the Services on ______ [please insert date] ("the Start Date") and shall complete them by ______ [please insert date] ("the End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

5. Financial Limit

   Payments under this Contract shall not, in any circumstances, exceed 10% of the total demand exclusive of any government tax, if applicable ("the Financial Limit"). However in case of change in the scope of work, payment to the Agency on pro rata basis may be considered.

6. Time of the Essence

   Time shall be of the essence as regards the performance by the Agency of its obligations under this Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

<table>
<thead>
<tr>
<th>For and on behalf of Client</th>
<th>For and on behalf of Agency</th>
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<td>Signature:</td>
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<th>Witness on behalf of Client</th>
<th>Witness on behalf of Agency</th>
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TCPO, Urban Development & Housing Department, Bihar
Section II: GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

- "Applicable Law" means the laws and any other instruments having the force of law.
- "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause ...... of such signed Contract;
- "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC...;
- "GCC" means these General Conditions of Contract;
- "Government" means the State Government of Bihar;
- "Currency" means the Indian National Rupee;
- "Personnel" means persons hired by the Agency as approved by the CLIENT as employees and assigned to the performance of the Services and "local Personnel" means such persons who at the time of being so hired had their domicile inside India;
- "Party" means the Client or the Agency, as the case may be, and Parties means both of them;
- "Services" means the work to be performed by the Agency pursuant to this Contract for the purposes of the Project;
- "Third Party" means any person or entity other than the Government, the Client, the Agency or a Sub-Agency.
- "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented
- "Assignment/Job" means the work to be performed by the Agencies pursuant to the contract.
- "BUDA" means Bihar Urban Development Agency.
- "Client" means the director, Urban Development & Housing Department Govt. Of Bihar and its representative Urban Local Bodies with which the selected Agency signs the Contract for the Services.
- "Agencies" means any entity or person or associations of person that may provide or provides the services to the employer under the contract.
- "Data Sheet" means such part of the instructions to agency used to clarify the relevant clause of instructions to Agencies or to replace certain clause of the instructions to Agency specific to the assignment.
- "Day" means Calendar Day.
- "PTR" means Property Tax Return to be filed by the Owners of vacant land and building on self-assessment basis.
- "Employer or Client" means the Urban Development & Housing Department Govt. Of Bihar who have invited the bids for consultancy services and / or with which the selected Agency signs the contract for the services and to which the selected agency shall provide services as per the terms and conditions and TOR of the contract.
- "Instructions to Agencies" (Section 2 of the RFP) means the document which provides Agencies with all information needed to prepare their proposals.
- "LOI" (Section I of the RFP) means the Letter of Invitation being sent by the Employer to the Agencies.
- "Partner" means any of the entities that make up the joint venture; and Partners means all those
1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Agency. The Agency, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Language

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

1.4 Heading

The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address as specified in the SC.

1.5.2 Notice will be deemed to be effective as specified in the SC.

A party may change its address for notice hereunder by giving the other Party notice of such change at the address mentioned as under

<table>
<thead>
<tr>
<th>Client</th>
<th>Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Secretary Urban Development &amp; Housing Department, Govt. of Bihar #101, 1st Floor, Vikas Bhawan, New Secretariat Building, Patna – 800 015</td>
<td></td>
</tr>
</tbody>
</table>

Phone: (0612) 215580, (0612) 2223059

1.6 Location

TCPO, Urban Development & Housing Department, Bihar
RFP for Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar.

The Services shall be performed at such locations as are specified in TOR

1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Agency may be taken or executed by the authorized representative.

1.8 Taxes and Duties

The Agency shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date of the Client’s notice to the Agency instructing the Agency to begin carrying out the Services.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than two (2) months written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services

The Agency shall begin carrying out the Services at the end of such time period after the Effective Date.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date.

2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 2.7 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub Agency or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations.
RFP for Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken

(a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

(b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the event of Force Majeure consequences of any

2.7.4 Extension of Time

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

2.7.5 Payments related to force majeure

Both the parties will have to bear their own cost during the force majeure.

2.7.6 Consultation

Not later than thirty (30) days after the Agency, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension

The Client may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fails to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension.

2.9 Termination

2.9.1 By the Client

The Client may, by not less than thirty (30) days' written notice of termination to the Agency (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.9.1, terminate this Contract:

(a) if the Agency fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinafore, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;

TCPO, Urban Development & Housing Department, Bihar
RFP for Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar.

(b) if the Agency become (or, if the Agency consist of more than one entity, if any of their Members) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) if the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;

(d) if the Agency submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Agency know to be false;

(e) if, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the Agency

The Agency may, by not less than thirty (30) day's written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.9.2, terminate this Contract:

(a) if the Client fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue;

(b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Agency may have subsequently approved in writing) following the receipt by the Client of the Agency's notice specifying such breach;

(c) if, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.2 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Agency's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 (ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by the Client, the Agency shall proceed as provided, respectively, by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Client shall make the following payments to the Agency (after offsetting against these payments any amount that may be due from the Agency to the Client):

i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective
2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.9.1 or in Clause 2.9.2 thereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8 thereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE AGENCY

3.1 General

3.1.1 Standard of Performance

The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Agency or Third Parties.

3.1.2 Law Governing Services

The Agency shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub Agency, as well as the Personnel and agents of the Agency and any Sub Agency, comply with the Applicable Law. The Department shall advise the Agency in writing of relevant local customs and the Agency shall, after such notifications, respect such customs.

3.2 Conflict of Interests

3.2.1 Agency not to Benefit from Commissions, Discounts, etc.

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

3.2.2 Agency and Affiliates not to be otherwise interested in Project

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

3.2.3 Prohibition of Conflicting Activities

Neither the Agency nor their Sub Agency nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified by Client

3.3 Confidentiality

The Agency, their Sub Agency and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information
3.4 Liability of the Agency

The Agency's liability under this Contract shall be as provided by the Applicable Law.

3.5 Insurance to be taken out by the Agency

The Agency (i) shall take out and maintain, at their own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage's, as necessary and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 Accounting, Inspection and Auditing

The Agency (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including the bases of the Agency's costs and charges), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contact, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.7 Agency's Actions requiring Department's prior Approval

The Agency shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) appointing such members of the Personnel as are listed in Appendix B;

3.8 Reporting Obligations

The Agency shall submit to the Department the reports and documents specified in ToR, in the form, in the numbers and within the time periods set forth in the said ToR.

3.9 Documents prepared by the Agency to be the Property of the Client

All - maps, satellite imagery (raw and rectified), reports and other documents prepared by the Agency in performing the Services shall become and remain the property of the Client, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such maps, imagery, documents (in soft and hard copy) to the Client, together with a detailed inventory thereof. Equipment and Materials furnished by the Client.

3.10 Equipment and Materials furnished by the Client

Equipment and materials made available to the Agency by the Client, or purchased by the Agency with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Agency shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Agency, unless otherwise instructed by the Client in writing, shall insure them in an amount equal to their full replacement value.

4. AGENCY'S PERSONNEL

4.1 General

The Agency shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2 Description of Personnel

(a) The titles, agreed job descriptions, minimum qualification and estimated periods of minimum engagement of the key professionals is to be adhered.

(b) If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key personnels is to be increased. The Agency will have
to take into account the requirement of personals and other relevant infrastructure required for timely completion of the project. Based on assessment of required professional, equipment and other infrastructure the Agency should quote the rates per Kilometer.

(c) If additional work is required beyond the scope of the Services specified in TOR, the remuneration shall be fixed on mutually agreed terms.

4.3 Approval of Personnel

In respect of Key Personnel, which the Agency propose to use in the carrying out of the Services, the Agency shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Overtime, Leave, etc.

Working hours and holidays for Key Professional shall be as per labor laws.

4.5 Removal and/or Replacement of Personnel

(a) Once approved by the Client no changes shall be made in the Key Personals. If, for any reason beyond the reasonable control of the Agency, it becomes necessary to replace any of the key Personnel, the Agency shall forthwith provide as a replacement a person of equivalent or better qualification and experience.

(b) If the Client (i) finds that any of the key Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Key Personnel, then the Agency shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement of the person with qualifications and experience acceptable to the Client. Any such replacement shall be at risk & cost of the Agency.

5. OBLIGATION OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the CLIENT shall:

(a) assist the Agency, and Personnel in arranging permissions/approvals/I cards and such other documents as shall be necessary to enable the Agency or Personnel to perform the Services;

(b) issue to officials, agents and representatives of the agency all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

5.2 Access to Land

The Client warrants that the Agency shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Agency and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Agency or the Personnel of either of them.

5.3 Change in the Applicable Law

The Agency shall bear all financial implication, if, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties.

5.4 Services, Facilities and Property of the Client

The Client shall make available to the Agency and the Personnel, for the purposes of the Services and free of any charge, the services and facilities as mentioned in clause 5.1 and 5.2
5.5 Payment

In consideration of the Services performed by the Agency under this Contract, the Client shall make to the Agency such payments and in such manner as is provided by Clause 6 of this Contract.

6. PAYMENT TO THE AGENCY

6.1 The payment shall be made as per clause mentioned in TOR.

6.2 The payment shall be made through A/c payee cheque, payable at Patna, in Indian Rupees.

6.3 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:

(a) The Client shall cause to be paid to the Agency an advance and as otherwise set forth below. The advance payment will be due after provision by the Agency to the Client of a bank guarantee of any nationalized bank acceptable of value of 10% of total contract value. Such bank guarantee (i) to remain effective until the advance payment has been fully set off and (ii) in such form as the Client shall have approved in writing.

(b) Payment Schedule: The Agency will be paid stage-wise as a percentage of the contract value as per the TOR.

(c) No payment shall become eligible for the next stage till the Agency completes to the satisfaction of the Client the work pertaining to the preceding stage.

(d) The Client shall cause the payment of the Agency in Para 6.4 above as given in schedule of payment within thirty (30) days after the receipt by the Client of bills.

(e) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Agency and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Agency specifying in detail deficiencies in the Services, the final report or final statement. The Agency shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Agency to the Client within thirty (30) days after receipt by the Agency of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

7. Responsibility for Accuracy of Project Documents

7.1 General

7.1.1 The Agency shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part of these services. He shall indemnify the Authority against any inaccuracy in the work which might surface during implementation of the project. The Agency will also be responsible for correcting, at his own cost and risk, the drawings including any re - survey / investigations and correcting layout etc. if required during the execution of the Services.

7.1.2 The survey control points established by the Agency shall be protected by the Agency till the completion of the assignment.

7.2. Retention Money

An amount equivalent to 10% of the contract value shall be retained at the end of the contract in the form of performance BG for accuracy of design and quantities submitted and the same will be released after the completion of the assignment.

7.3. Penalty
7.3.1 Penalty for delay

In case of delay in completion of services, a penalty equal to 0.05% of the contract price per day subject to a maximum 5% of the contract value will be imposed and shall be recovered from payments due/performance security. However, in case of delay due to reasons beyond the control of the Agency, suitable extension of time will be granted.

7.4 ACTION FOR DEFICIENCY IN SERVICES

7.4.1 Agency liability towards the Client

Agency shall be liable to indemnify the Client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him.

7.4.2 Warning / Debarring

In addition to the penalty as mentioned in para 7.3, warning may be issued to the erring Agency for minor deficiencies. In the case of major deficiencies in the Detailed Project Report involving time and cost overrun and adverse effect on reputation of CLIENT, other penal action including debarring for certain period may also be initiated as per policy of CLIENT.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable Settlement

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

9.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract, which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party’s request for such amicable settlement, may be submitted by either Party for settlement. If the dispute(s) is not resolved amicably then it shall be referred to arbitration and shall be dealt as per the provisions of the arbitration & conciliation Act 1996.

9.3 Place for Arbitration and Settlement of Disputes will be at Patna. The court of jurisdiction will be in Patna.
Section III: SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause

A. Amendments of, and Supplements to, Clauses in the General Conditions

1.5.1 The addresses are:

For the Client:

Special Secretary
Urban Development & Housing Department, Govt of Bihar,
#101, 1st Floor, Vikas Bhawan, New Secretariat Building,
Patna – 800 015, Bihar

Attention: Director, Urban Development & Housing Department

For the Agency:

Attention:

1.5.2 Notice will be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail or courier, on delivery;
(b) in the case of telegrams, 24 hours following conagencyed transmission; and
(c) in the case of facsimiles, 24 hours following conagencyed transmission.

1.10 Only applicable service tax will be paid, any other taxes duties and other Levies will be borne by the Agency.

2.2 The time period shall be “One month” or such other time period as the parties may agree in writing.

2.9.5 (i) Deleted

2.9.7 Additional Clause

Recovery of payments: Upon termination of contract due to the reason specified in Clause 2.9.1(a) of General Conditions of Contract, the excess payments made to the agency or losses incurred or likely to be incurred to the employer shall be recovered by forfeiting the performance security available with the employer.

6.3 (a) Deleted

7.2 Deleted

7.3.1 Deleted

7.3.2 Penalty for delay

In case of delay in completion of services, a penalty equal to 0.05% of the contract price per day subject to a maximum 10% of the contract value will be imposed and shall be recovered from payments due/performance security. However, in case of delay due to reasons beyond the control of the Agency, suitable extension of time will be granted.

In reference to any clause of general condition of contract, special conditions of contract may be decided before signing of agreement.
APPENDIX-G

FORM OF BANK GUARANTEE

Ref: __________________________  Bank Guarantee: __________________________

Date: __________________________

To,

Project Director (BUDA) &
Special Secretary
Urban Development & Housing Department
Govt. of Bihar
101, 1st Floor, Vikas Bhawan, New Secretariat,
BAILEY ROAD, PATNA-800015, BIHAR

Dear Sir/Madam,

In consideration of “Director, BUDA, UD&HD” (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. __________________________ (hereinafter referred as the “Agency” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Client’s Contract Agreement No. __________________________ dated __________ and the same having been unequivocally accepted by the Agency, resulting in a Contract valued at __________________________ for (name of the project) __________________________ (hereinafter called the “Contract”) and the Agency having agreed to furnish a Bank Guarantee to the Client against the release of retention money as stipulated by the Client in the said contract for accuracy of the services performed amounting to Rs. __________________________ (in words and figures).

We __________________________ (Name of the Bank) having its Head Office at __________________________ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand any or, all amount payable by the Agency to the extent of __________________________ as aforesaid at any time up to __________________________ @ __________________________ without any demur, reservation, contest, recourse or protest and/or without any reference to the Agency. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary it or to extend the time for performance of the contract by the Agency. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Agency any other course or remedy or security available to the Client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

TCPO, Urban Development & Housing Department, Bihar

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RFP for Selection of Principal Consultant for GIS Mapping and Data Integration of towns of Bihar.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Agency and notwithstanding any security or other guarantee that the Client may have in relation to the Agency’s liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to ______ and it shall remain in force up to and including @ ______ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. ________________ on whose behalf this guarantee has been given.

Dated this __________ day of __________ 2020 at __________

WITNESS

__________________________________________

(Signature) (Signature)

__________________________________________

(Name) ____________________________ (Name) ____________________________

__________________________________________

(Official Address) Designation (with Bank stamp) Attorney as per Power of

Attorney No. ________________

Dated ________________

Strike out whichever is not applicable.

@ The date will be twenty-four months after the date of commencement of services. However, its validity should be extendable if requested by UD&HD, Bihar.

Note 1: The stamp papers of appropriate value shall be purchased in the name of bank that issues the “Bank Guarantee”.

Note 2: The Bank Guarantee will be accepted which is issued by State Bank of India or its subsidiaries or any Scheduled Commercial Bank

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Section IV: APPENDICES
Section V: TERMS OF REFERENCE

[As per RFP]
Section VI: SCHEDULE OF PRICES

[As per RFP]
Section VII: MINUTES OF CONTRACT NEGOTIATIONS