

Bundelkhand Industrial Development Authority (BIDA)



Request for Proposal

for

“Selection of System Integrator (SI) for designing and implementing the Enterprise GIS Solution integrated with Management Information System (MIS) of Bundelkhand Industrial Development Authority (BIDA), Jhansi, Uttar Pradesh”

Dated – 02nd May 2025

Issued by:

Bundelkhand Industrial Development Authority
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Disclaimer

This RFP document is neither an agreement nor an offer by the Bundelkhand Industrial Development Authority (BIDA) to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.

BIDA does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for BIDA to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by BIDA in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.

BIDA will not have any liability to any prospective Company/ Firm or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of BIDA or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. BIDA will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP.

BIDA will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that BIDA is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the consultancy and BIDA reserves the right to accept/reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. BIDA also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.

The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BIDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

BIDA reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP/ amended RFP will be made available on the website of BIDA OR www.gem.gov.in.

BIDA

Bundelkhand Industrial Development Authority

Government of Uttar Pradesh

Ref No.: 34/BIDA/Planning/Onemap/2024-25

“Selection of System Integrator (SI) for designing and implementing the Enterprise GIS Solution integrated with Management Information System (MIS) of Bundelkhand Industrial Development Authority (BIDA), Jhansi, Uttar Pradesh”

The Government of Uttar Pradesh has envisioned Bundelkhand Industrial Development Authority to achieve accelerated development and balanced regional industrialization agglomeration in the state of Uttar Pradesh.

Online tenders through GeM portal are invited by Bundelkhand Industrial Development Authority from interested bidders for **“Selection of System Integrator (SI) for designing and implementing the Enterprise GIS Solution integrated with Management Information System (MIS) of Bundelkhand Industrial Development Authority (BIDA), Jhansi, Uttar Pradesh”** The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RFP document uploaded on the website: www.gem.gov.in.

Bundelkhand Industrial Development Authority

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1 Data Sheet

1.	Name of Bid	“Selection of System Integrator (SI) for designing and implementing the Enterprise GIS Solution integrated with Management Information System (MIS) of Bundelkhand Industrial Development Authority (BIDA), Jhansi, Uttar Pradesh”
2.	Time-period of contract	3 Years 6 Months
3.	Method of selection	Quality-cum-Cost Based Selection (QCBS) (70:30)
4.	Bid Processing Fee	INR 25000+GST@18%
5.	Earnest Money Deposit (EMD)	INR 10,00,000
6.	Financial Bid to be submitted together with Technical Bid	Yes (As per the requirement of GeM portal)
7.	Name of the Authority's official for addressing queries and clarifications	Mr. Praveen Verma, ACEO Bundelkhand Industrial Development Authority First floor, Block A, Kisan Bazaar, Talpura, Jhansi, Uttar Pradesh Email- bidajhs1234@gmail.com Contact no.- +91-7839027168
8.	Proposal Validity	180 days from Proposal Due Date
9.	Schedule of Bidding Process	
	Task	Key Dates
	Last date of receiving queries	09.05.2025, 11:00 AM
	Pre-bid conference	09.05.2025, 11:00 AM Online through Zoom Meeting Meeting ID – 990 8458 9415 Passcode - 834639 Link- https://zoom.us/j/99084589415? pwd=MTfJEHfdSKaCbAaLN7ARyxxGq8AQeW.1
	Bid End Date/Time	30.05.2025, 05:00 PM
	Opening of Technical Bids	30.05.2025, 05:30 PM
	Technical presentation	23.06.2025, 11:00 AM Place: Meeting Hall, BIDA office, Block A, First floor, Kisan Bazaar, Talpura, Jhansi – 284001
	Opening of Financial Bid	This will be communicated at a later stage through the GeM portal.
	Issuance of Letter of Award (LOA)	This will be communicated at a later stage through the GeM portal.
	Signing of Agreement	This will be communicated at a later stage through the GeM portal.
10.	Consortium / JV to be allowed	Consortium / JV is not allowed.

2 Instruction to Bidders

a. Introduction

Bundelkhand Industrial Development Authority (BIDA/Client) will select a System Integrator (SI), in accordance with the method of selection specified in the data sheet. Applicants are advised that the selection of System Integrator shall be on the basis of an evaluation by Client through the selection process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given, and that Client's decisions are without any right of appeal whatsoever.

The Applicants shall submit the proposals online through GeM Portal i.e. www.gem.gov.in. Bid proposals to be received in the manual form at the client's address before the last date of submission, as mentioned in the Data Sheet.

The term "Applicant" refers to a System Integrator agency for executing the assignment. The Proposal will form the basis for contract signing with the selected Applicant.

The Applicant shall submit the Proposal in the form and manner specified in this RFP. It is the responsibility of the Applicant to submit the bid before the last date and time on the online portal and in sealed hard copy in separate folders for pre-qualification, technical (addressed to the office of BIDA) and BIDA shall not be responsible for any delay due to any of the technical/server issues. However, the hard copy submission MUST reach BIDA office before the last date and time of the submission, as per the Data Sheet. The online proposal shall be considered final, even if offline proposal is not received. The bidder should make adequate provisions for sending the proposal on time. Any proposal received beyond submission deadline will NOT be considered. Please note that no reasons for delay, whatsoever, will be entertained in this respect. Both online and hard copy submission MUST NOT have any deviation. In case any substantial deviation is found, the bidder will be disqualified from the evaluation process.

The Proposal shall be submitted as per the forms given in relevant sections herewith. Upon selection, the Applicant shall be required to enter a contract with the Client as per the conditions specified in this RFP.

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

The Client will timely provide, at no cost to the Applicants, the inputs required to carry out the services, and provide relevant project data and reports related to the Assignment available with the Client. However, for avoidance of doubt, it is hereby clarified that the aforesaid data / information provided under the RFP or to be provided later, is only indicative and solely for the purposes of rendering assistance to the Applicants towards preparation of their Proposals. The Applicants are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on any such data / information furnished or to be provided later by the Client and / or any of his Applicants.

Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Client, or any other costs incurred in connection with or relating to its Proposal. The Client 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 Applicants.

Client requires that the SI provides professional, objective, and impartial advice and at all times hold Client's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Applicant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Client and the Project.

It is the Client's policy to require that the Applicants observe the highest standard of ethics during the Selection Process and execution of such contracts. In pursuance of this policy, the Client:

1. defines, for the purposes of this provision, the terms set forth below as follows
 - a. "Corrupt practice" means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the Selection Process or in contract execution; and
 - b. "Fraudulent practice" means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to the Client and includes collusive practices among applicants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Client of the benefits of free and open competition.
2. will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the contract in question.
3. will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the contract.

Arbitration: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be Lucknow, and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

Termination of Contract: Client will have the right to terminate the contract by giving 60 (sixty) days written notice. In the event of termination for no fault of Selected SI, the Client will reimburse all the expenses incurred by the SI (upon submission of proof) including closing-up of the project. If the contract is terminated due to the fault of the SI or in case of termination of the contract by the SI for reasons not attributable to the Client, the Client will forfeit the performance security of the SI.

Details related to timelines and submission of deliverables at each stage is given in the TOR.

The Proposal shall be valid for a period of not less than 180 (one hundred and eighty) days from the Proposal Due Date (the "PDD").

Brief Description of the Selection Process: The Client has adopted a three-stage selection process (collectively the “Selection Process”) for evaluating the Proposals. The Bids shall comprise of three parts namely the 1) Pre-Qualification, 2) Technical and 3) Financial Proposals. The Pre-Qualification Proposal shall be submitted online titled Request for Qualification (RFQ) along with the processing fee and bid security. The Technical Proposal and Financial Proposal shall be submitted online in the relevant sections. The submissions for Pre- Qualification shall be evaluated first as specified in this RFP. Subsequently the technical evaluation as specified in this RFP will be carried out only for those Applicants who meet the Pre-Qualification criteria. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared. Only the Financial Proposals of technically qualified Applicants will be opened. Proposals will finally be ranked according to their combined technical and financial scores as specified in this RFP.

Number of Proposals: No Applicant or its Associate shall submit more than one Application for the SI.

Visit to the Client and Verification of Information: Applicants are encouraged to submit their respective Proposals after visiting the office of the Client or its delegates as the case may be and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them. The client may also study the similar solution in the other Industrial Development authorities of UP as per own cost & convenience.

Right to reject any or all Proposals:

1. Notwithstanding anything contained in this RFP, the Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
2. Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if at any time, a material misrepresentation is made or discovered, or the Applicant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
3. Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified/ rejected, then the Client reserves the right to consider the next best Applicant or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process

Acknowledgement by Applicant:

1. It shall be deemed that by submitting the Proposal, the Applicant has:
 - a) made a complete and careful examination of the RFP;
 - b) received all relevant information requested from the Client;
 - c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client
 - d) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under
 - e) acknowledged that it does not have a Conflict of Interest; and

- f) agreed to be bound by the undertaking provided by it under and in term hereof.
2. The Client and / or applicants shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client.

RFP Processing Fee: The RFP submissions shall be accompanied by a Demand Draft / NEFT / RTGS of INR 25,000/- (Indian Rupees Twenty five thousand only) plus GST @18% in favour of Finance controller "Bundelkhand Industrial Development Authority", payable at Jhansi, India, as a non - refundable RFP processing fee (the "RFP Processing Fee"). Proposals unaccompanied with the aforesaid RFP Processing Fee shall be liable to be rejected by the Client. The scanned copy of the processing fee shall be submitted online at the time of submission of bid proposals. The hard copy of the processing in the form of Demand Draft / screenshot of online payment shall be submitted with bid hard copy at the Client's office before last date of submission of proposals. Applicants whose processing fee is not received by the Client before the last date of submission, their proposals will be rejected.

The processing fees can be transferred online as per the following details:
Account No: 50100495803005
Account holder name: Bundelkhand Industrial Development Authority
Bank Name: HDFC Bank, Jhansi
IFSC Code: HDFC0000453
Branch Name: Jhansi

Applicant / SI is required to follow the highest level of work ethics, if any Conflict of Interest or indulge in "Prohibited Practices"; the Applicant / SI is liable to be disqualified. Further, in the event Applicant / SI has been barred or blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid during the last 5 (Five) years, and the bar subsists as on the date of the Proposal Due Date, it would not be eligible to submit a Proposal.

Project Office: The SI team shall be provided with basic requisites like furniture, fans, electricity, Wi-Fi connection etc, for the day-to-day functioning. All hardware and software are to be brought by the SI team. All the Key experts/ personal shall be available at the Project office at Jhansi without any excuses as desired by the Authority and Other experts / necessary supporting staff will visit at least twice a week or as desired by the Authority.

b. Clarification and amendment of RFP documents

Applicants may seek clarification on this RFP document, one day before Pre-bid conference date as specified in this RFP document. Any request for clarification must be sent by standard electronic means (PDF and word file) to the Client's official email address (as specified in this RFP).

At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFP documents by an amendment. All amendments / corrigendum will be posted on www.gem.gov.in or www.bida.co.in - BIDA's website. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Client may at its discretion extend the Proposal Due Date.

Date of pre-bid meeting and venue is mentioned in data sheet. Applicants willing to attend the pre-bid should inform client beforehand in writing and email. The maximum no. of participants from an applicant, who chose to attend the pre-bid meeting, shall not be more than two per applicant. The representatives attending the pre-bid meeting shall accompany with an authority letter duly signed by the authorised signatory of his/her organization.

c. Ownership of document and copyright

All the study outputs including primary data shall be compiled, classified and submitted by the SI to the Client in hard and soft copies in addition to the requirements for the reports and deliverables indicated in the TOR. The study outputs shall remain the property of the Client and shall not be used for any purpose other than that intended under these terms of reference without the permission of the Client.

d. EMD

An EMD in the form of a Bank Guarantee, from a scheduled Bank in India in favour of "Bundelkhand Industrial Development Authority", payable at Jhansi, India, valid for 180 days from the PDD, payable at Jhansi, for the sum of Rs 10,00,000/- (Rupees Ten Lakhs Only) shall be required to be submitted by each Applicant ("EMD").

The scanned copy of the bid security/transfer details shall be submitted online at the time of submission of bid proposals. The original hard copy of the bid security in the form of Bank Guarantee shall be submitted at the Client's office before last date of submission of proposals. Applicants whose bid security is not received by the Client before the last date of submission, their proposals will be rejected.

The details for online transfer of bid security are as under:

Account No: 50100495803005

Account holder name: Bundelkhand Industrial Development Authority

Bank Name: HDFC Bank, Jhansi

IFSC Code: HDFC0000453

Branch Name: Jhansi

Client will not be liable to pay any interest on bid security deposits. Bid security of unsuccessful Applicants shall be returned, without any interest, within two months after signing the contract with the Selected Applicant or when the selection process is cancelled by Client. The Selected Applicant's Bid Security shall be returned, without any interest upon the Applicant signing the contract and furnishing the Performance Security in accordance with provision of the RFP and contract.

Client will be entitled to forfeit and appropriate the bid security as mutually agreed loss and damage payable to Client in regard to the RFP without prejudice to Client's any other right or remedy under the following conditions:

1. If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the Standard Form of Contract).
2. If any Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time,
3. In the case of the Selected Applicant, if the Selected Applicant fails to sign the contract or provide the Performance Security within the specified time limit, or
4. If the Applicant commits any breach of terms of this RFP or is found to have made a false representation to Client.

Performance Security equivalent to the amount indicated in this RFP (5% of the total cost of financial proposal) shall be furnished before signing of the contract in the form of a Bank Guarantee in the format specified in RFP document.

For the successful bidder the Performance Security shall be retained by Client until the completion of the assignment by the SI and be released 3 (three) months after the completion of the assignment.

e. Eligibility of applicants

An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise.

An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

1. a constituent of such Applicant is also a constituent of another Applicant; or
2. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
3. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
4. such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or

5. there is a conflict among this and other assignments of the Applicant (including its personnel and sub-contractor) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the SI will depend on the circumstances of each case. While providing services to the Client for this particular assignment, the SI shall not take up any assignment that by its nature will result in conflict with the present assignment; or
6. a firm which has been engaged by the Client to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as per provisions of this RFP, conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
7. For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50 percent of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.
8. The applicant eventually appointed to provide services for this Assignment/ Project, and its Associates, shall be disqualified from subsequently providing goods, works, services etc. related to the operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 2 (two) years from the completion of this Assignment. For the avoidance of doubt, an entity affiliated with the Applicant shall include a partner/share-holder in the firm or a person who holds more than 5 percent of the subscribed and paid-up share capital of the SI, as the case may be, and any Associate thereof.
9. Any entity which has been barred or blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking, from participating in any project during the past 5 (Five) years, and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal either by itself or through its Associate.
10. The applicant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

f. Preparation of proposal

Applicants are requested to submit their Proposal online and offline and in English language and strictly in the formats provided in this RFP. All the original document like completion certificate/ incorporation document/balance sheets/work order/education certificates etc which are in the language other than English or Hindi, the bidder has to submit the certified (notarized/duly apostilled as applicable) translated copies of the same in their proposals along with the original document. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.

In preparing their Proposal, applicant is expected to thoroughly examine the RFP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.

Technical Proposal: While preparing the Technical Proposal, Applicant must give particular attention to the following:

1. The Project/team leader proposed must be permanent full-time employee of the firm responsible entirely for all the Project related matters.
2. The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.
3. No such key personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the TOR.
4. The key personnel shall remain available for the period as indicated in the RFP. An office space will be provided by BIDA, with basic requisites like furniture, fans, electricity, etc, for the day-to-day functioning. All hardware and software are to be brought by the team.
5. No alternative proposal for any key personnel shall be made and only one CV for each position shall be furnished.
6. Each CV needs to have been recently signed by the key personnel and/or countersigned by the authorized official of the Firm. At the time of submission of bid proposal, the scanned copies of the signature of key personnel will be allowed but at the time of signing of contract, the original signature will be required.
7. A CV shall be summarily rejected if the educational qualification of the key personnel proposed does not match with the requirement as given in the RFP.
8. Client certifications for the projects listed under the experience section. The certifications must confirm the project attributes (size, fee, duration etc) and the scope of work on the projects.
9. The personnel proposed should possess good working knowledge of English and Hindi Language.
10. No key personnel proposed should have attained the age of 60 (sixty) years at the time of submitting the proposal. The client reserves the right to ask for proof of age, qualification and experience at any stage of the project.
11. The technical proposal must not include any financial information

Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, Client will be entitled to reject the Proposal.

Proposals shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant who shall initial each page, in blue ink. In case of printed and published documents, only the cover shall be initiated. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initiated by the person(s) signing the Proposal. The Proposals must be properly signed by the Authorized Representative (the "Authorized Representative") as detailed below

1. by the proprietor in case of a proprietary firm.
2. by a partner, in case of a partnership firm and/or a limited liability partnership; or
3. by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
4. by the authorized Representative of the Firm.

Applicants should note the Proposal Due Date (PDD), as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.

The Pre-Qualification Proposal should provide the following information using the attached Standard Forms –

Details of eligible projects as per the Standard Forms so as to meet the Minimum Eligibility Criteria prescribed in this RFP.

The Technical Proposal should provide the following information using the attached Standard Forms.

1. For recent assignments of similar nature, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
2. The comments and suggestions provided by the Applicant on the RFP/ Contract/ TOR/ Scope of work are not binding and shall not affect the financial proposal.
3. Detailed Approach and Methodology for undertaking the current Assignment mentioned in Scope of work in the RFP
4. Against the list of proposed staff, details of tasks assigned to each staff as per his/ her experience shall influence the evaluation.
5. Each page of the CV must be signed in original by the authorized representative together with original or electronic signature of the key team member at the proposal stage.
6. The SI shall make the assessment of support personnel both technical and administrative to undertake the Assignment. Additional support and administrative staff shall be provided as needed for the timely completion of the Assignment within the total estimated cost. SI should provide time estimates of key staff as well as support

staff in the staffing schedule. It is stressed that the time period for the Assignment indicated in the TOR / Scope of work should be strictly adhered to.

7. Ongoing projects can be submitted with detail of progress supported by suitable documents. Projects/ assignments completed more than 70 percent or more shall only be considered for evaluation. The Applicant shall provide the proof that the project is completed more than 70 percent through copy of invoice or payment received till date or through certificate from the respective client

Financial proposal: While preparing the Financial Proposal, Applicants are expected to take into account the various requirements and conditions stipulated in this RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including but not limited to all taxes associated with the Assignment. While submitting the Financial Proposal, the Bidder shall ensure the following.

1. All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, etc. 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.
2. The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the draft contract, levies and other impositions applicable under the prevailing law on the SI and their staff. For the avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the cost shown under different items of Financial Proposal. The SI shall be paid only GST over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.
3. The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.
4. The financial Proposal shall be divided into professional fee out of pocket expenses as per forms prescribed in this RFP. The break-up of remunerations and out of pocket expenses should match the total cost of Financial Proposal.
5. Applicant shall express the price of their services (including break down of their costs) in Indian Rupees.
6. The SI may be subjected to local taxes (such as GST social charges or income taxes on non-resident foreign personnel, duties, fees, levies etc.) on amounts payable by the Client under the Contract. SI must do their due diligence about the tax implications and Client will not be liable for any incident.
7. The Proposals must remain valid for a period as specified in the Data Sheet. During this period, the SI is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete contract signing within this period. If the Client wishes to extend the validity period of the proposals, it may ask the SI to extend the validity of their proposals for a stated period. SI, who do not agree, have the right not to extend the validity of their proposals.

g. Submission, receipt and opening of proposals

The Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initiated by the person or persons who sign(s) the Proposal.

The Authorized Representative of the Applicant should initial all pages of Pre-Qualification, Technical and Financial proposal. The Authorized Representative's authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.

The Applicant shall submit the proposals online at the GeM Portal. Proposals submitted at the client's address manually will be rejected. The proposal has to be submitted both in hard copy (by post addressed to BIDA office), as well as soft copy (on GeM portal). However, the hard copy submission (pre-qualification & Technical) MUST reach BIDA office before the last date and time of the submission. The bidder should make adequate provisions for sending the proposal on time. The online proposal shall be considered final, even if offline proposal is not received. Any proposal received beyond submission deadline will NOT be considered. Please note that no reasons for delay, whatsoever, will be entertained in this respect. Both online and hard copy submission MUST NOT have any substantial deviation. In case any substantial deviation is found, the bidder will be disqualified from the evaluation process.

Any Proposal received after the closing time for submission of Proposals will not be accepted.

After the Proposal submission until the contract is awarded, if any Bidder wishes to contact the Client on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence the Client during the Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the Bidder's proposal.

h. Proposal Evaluation

As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently, the Technical Proposal submission, for Applicants who meet the Minimum Eligibility Criteria (—Shortlisted Applicants), shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.

Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

1. Pre-Qualification Stage

1. The Pre-Qualification and technical Proposal is received in the form specified in this RFP.
2. It is received by the Proposal Due Date including any extension thereof in terms hereof.

3. It is accompanied by the Processing Fee and bid security as specified in this RFP.
4. It is signed and marked as stipulated in this RFP.
5. It does not contain any condition or qualification.
6. It is not non-responsive in terms hereof.

2. Technical Proposal Stage

1. The technical Proposal is received in the form specified in this RFP;
2. It is received by the Proposal Due Date including any extension thereof in terms /hereof;
3. It is signed and marked as stipulated in this RFP;
4. It does not contain any condition or qualification.
5. It is not non-responsive in terms hereof;

3. Financial Proposal Stage

1. The Financial Proposal/BoQ is received in the form specified in this RFP and uploaded on GeM portal.
2. It is signed and marked as stipulated in this RFP.
3. It does not contain any condition or qualification.
4. It is not non-responsive in terms hereof

The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. However, client reserves the right to seek clarifications from the applicant during the evaluation process. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

As part of the evaluation, the Pre-Qualification Proposals submitted should fulfil the Minimum Eligibility Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal of such an Applicant will not be opened and evaluated further.

Correction of errors: The Financial Bids of Technically Qualified Applicants will be checked by the Client (BIDA) for any arithmetic errors. Errors will be corrected by the Client (BIDA) as follows:

Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and

Whenever there is a difference between the Financial Quote (as submitted by the Applicant) and the corrected value (after arithmetic verification), the lower of the two values will prevail.

i. Discussions

The Selected Applicant may, if necessary be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal but will be for re-confirming the obligations of the SI under this RFP. Issues such as reporting by Key Personnel, understanding of the Scope of Work, methodology and quality of the work plan shall be discussed during the negotiations. In case, the Selected Applicant fails to reconfirm its commitment, the Client reserve the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations. The Client will examine the CVs of all other Key Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Client

The Client will not normally consider substitutions of key personnel except for reasons of health or resignations or reason beyond SI control. The client expects all of the key personnels to be available during entire period of the assignment for the 1st year of the contract. However, during the O&M phase, 1 person as specified in the below document shall be deployed for entire 3 years period. The Client will not consider substitution of not more than five (5) personnels only if replaced by equally or better qualified and experienced personnel to the satisfaction of the client. As a condition to such substitution, a sum equal to INR 1 lakh shall be deducted from the payment to the applicant firm for each substitution thereof after 5 (five) substitutions.

j. Award of Contract

After selection, a Letter of Award (the "LOA") will be issued, in duplicate, by the Client to the Successful Applicant and the Successful Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Client on account of failure of the Successful Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

Performance Security: Performance Security equivalent to 5 (five) percent of the total cost of Financial Proposal shall be furnished from a nationalized/ Scheduled Bank, before signing of the contract, in form of a Bank Guarantee/ Fixed Deposit Receipt in the format specified at Annexure of the contract. For the successful bidder the Performance Security will be retained by Client until the completion of the assignment by the SI and will be released 3 (three) months after the completion of the assignment.

Execution of contract: After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Applicant, it shall execute the Agreement within 30 (thirty) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Agreement

Commencement of Assignment: The Successful Applicant/ SI is expected to commence the Assignment on the date of Commencement of Services as prescribed in the General Conditions of Contract.

k. Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards of contract shall not be disclosed to the Bidders/Applicants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

I. Fraud and corrupt practices

The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Client will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

Without prejudice to the rights of the Client under this Clause, hereinabove and the rights and remedies which the Client may have under the LOA or the Agreement, if an Applicant, as the case may be, is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date such Applicant, as the case may be, is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

1. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project.
2. "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.

3. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process.
4. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
5. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

m. Pre-Bid Meeting

Pre-Bid Meeting of the Applicants will be convened at the designated date, time and place. A maximum of two representatives of each Applicant will be allowed to participate on production of an authorization letter from the Applicant.

During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Client. The Client will endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process. The format of pre-bid is as follows:

S.NO	Page No.	Section No	Clause No	Clause from the RFP	Pre-bid query

The queries need to be sent in PDF as well as Doc format.

n. Miscellaneous

The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

1. Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto.
2. Consult with any Applicant in order to receive clarification or further information.
3. Retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
4. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any

and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

All documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of Client. Applicants are to treat all information as strictly confidential. Client will not return any Proposal, or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Applicant to Client shall be the property of Client.

The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

3 Terms of Reference

a. Background

The Bundelkhand Industrial Development Authority (BIDA) is spearheading the development of an industrial city in Jhansi, aiming to position it as a strategic industrial hub in Uttar Pradesh on the similar lines of industrial development at Noida. BIDA envisions creating a comprehensive industrial ecosystem which will support both manufacturing and service sectors through well connected transport corridors and logistics-oriented infrastructure.

BIDA Master Plan area will be one of the largest fully planned cities in India. Envisaged on approximately 265 sq.km. of area in 33 villages, the new industrial city is approximately about 100 sq.km. larger than Noida (152 sq.km.) and around half the size of Greater Noida (559 sq.km.).

The primary purpose of this assignment is to facilitate BIDA with state of art Enterprise GIS Portal for fast-track monitoring and transparent sharing of information with citizen and internal departments using information technology as per standard specification / guidelines prescribed by 1) under the guidelines of Ease of Doing Business 2) AMRUT guidelines for GIS Data 3) Integration with PM Gati Shakti 4) and other related guidelines issued from time to time by state & central government.

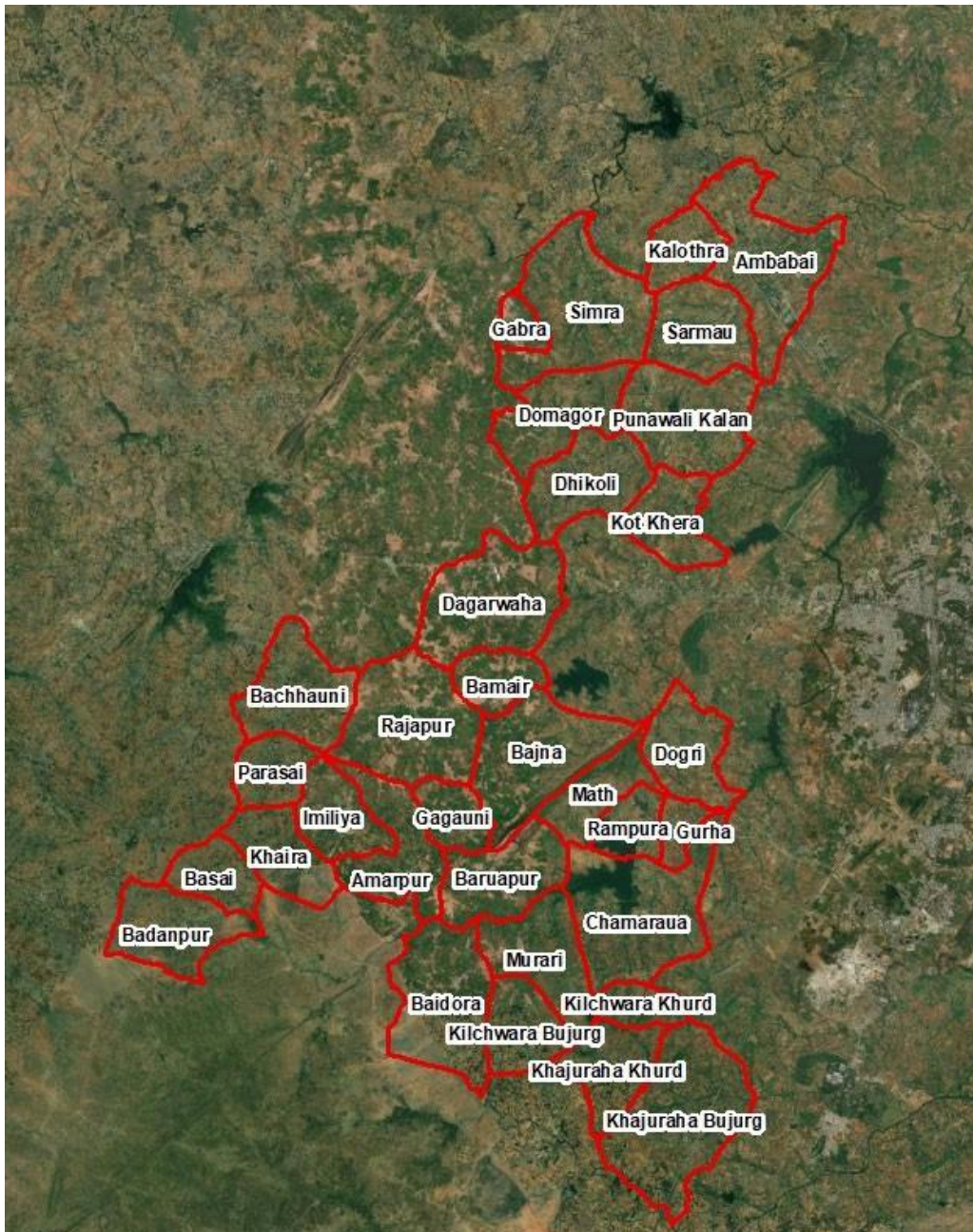
To achieve the BIDA's objective of development of world class Industrial City, it is essential that the planning and design for trunk level infrastructure should meet the best international practices, specifications and standards in terms of quality and sustainability. The development of the Industrial city has been envisioned, conceptualized and planned to meet Industrial Park Rating System (IPRS) standards, Safe City Components, and sustainability considerations.

BIDA aims to engage System Integrator (SI) for the comprehensive tasks of establishing GIS based enterprise solution integrated with Management Information System (MIS) and (Land Acquisition Management System (LAMS) with all Enterprise GIS Features and other key parameters mentioned in the Term of Reference (TOR) of this RFP.

In support of the Invitation for the RFP (Proposal), BIDA issues this Bidding Document for the work "Selection of System Integrator (SI) for designing, developing and implementing the Enterprise GIS Solution integrated with Management Information System (MIS) and (Land Acquisition Management System (LAMS) of Bundelkhand Industrial Development Authority (BIDA), Jhansi, Uttar Pradesh" and related services incidental thereto as specified in Terms of Reference (ToR). The ToR also mentions the scope for the development and maintenance of comprehensive land allotment system included in the scope of SI.

BIDA apart from comprehensive land allotment system envision to have an Enterprise GIS Solution to be used by relevant stakeholders and to bring everything under One Umbrella,

- With Public View
- Department view with Separate Logins and Passwords
- Common Set of Base Maps for Collaborative Decision Making
- Executive Dashboards for Development progress under BIDA



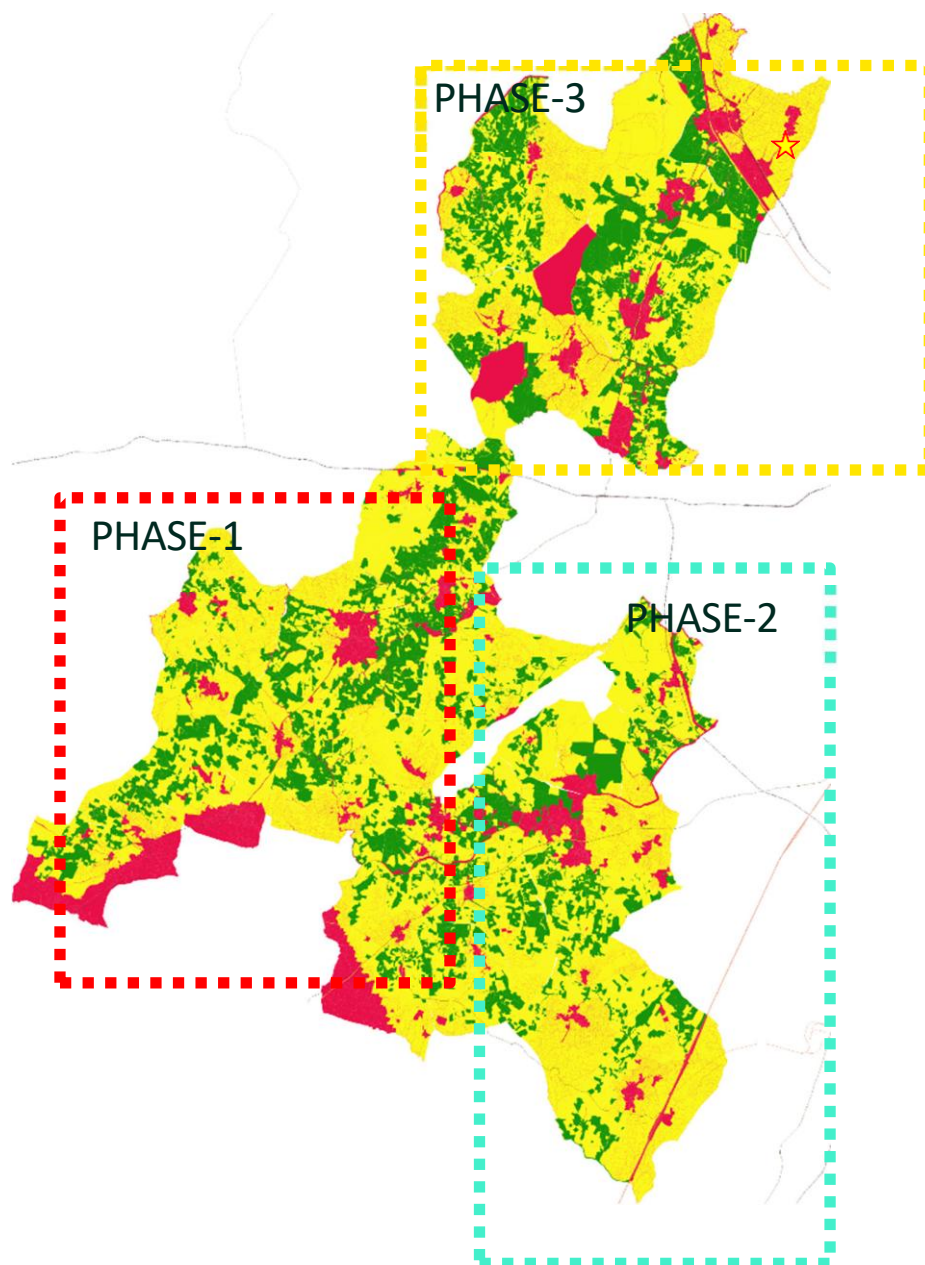
b. Concept & Objectives

BIDA is envisioned as a transformative force, aiming to rewrite the narrative for the region. The vision and objectives are rooted in principles that prioritizes industrial vibrancy, self-sustainable and socially vibrant enclaves, high end investment opportunities enshrined with the commitment of ease of doing business and trade, green industries, affordable housing, world-class tourism with secure and seamless smart transportation.

The objective is to set up a self-sustainable, livable city that delivers an “Economically Vibrant and Ecologically Sustainable Ecosystem”, a world class enclave that would develop as a lush

green area and advance in the state-of-the art Industrial Land Parcels. The essential idea is to have an enclave inside a healthy biodiversity in the earmarked development area under BIDA.

c. Already initiated, phase wise development of proposed Master Plan area and Activation Area





d. Proposed Scope of Services

BIDA aims to engage the services of System Integrator (SI) for the comprehensive tasks of establishing GIS based enterprise solution integrated with Management Information System (MIS), LAMS, Master planning Dashboard (to be provided by Master planning consultant) and various other related platforms of Government of Uttar Pradesh and Government of India. with all Enterprise GIS Features mentioned in the Term of Reference (TOR) of this RFP. Apart from this SI is expected to develop & maintain a comprehensive land allotment system. Hence, it is expected that Bidder shall implement GIS, land allotment system and deploy a team as mentioned in the RFP, host on the cloud and provides the O&M services for 3 years period.

Geographical Information system (GIS) It is a framework to gather, manage and analyze data linked with space (i.e., linked with latitude, longitude and altitude at a particular point of time). GIS is useful for detailed analyses of data which can further help in identifying patterns, relationships of different categories of events, indicators, parameters. Utilization of GIS can enhance the smart decision making by organizations and even by individuals.

Enterprise GIS Portal with the GIS maps of utilities on large-scale digital basemap of cities is the key to the city governance of today's Smart City in Digital India Vision. Smart City Governance means that unified database of all the civic agencies working for the city government. All records of utility agencies must be kept on a common digital platform. The unified GIS map database must have common geo-reference so that the proper planning and maintenance can be done in a smarter way with minimum cost.

The GIS portal makes GIS accessible for users of all experience levels. The portal will cater to citizens, department and businesses. These are the basic elements of Enterprise GIS Portal. The basemap and user data is different for every city which needs to be integrated. However, the ICT remains same for every city. The Application interface and MIS pattern needs to be customized as per the requirement of department.

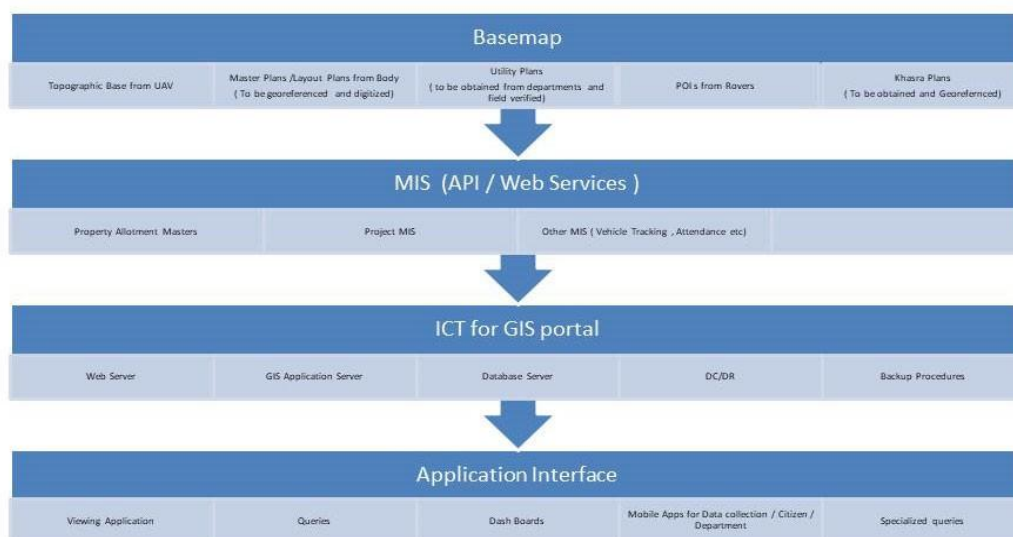
Integrated Management Information system (MIS) MIS refers broadly to a computer-based data that provides managers with the tools to organize evaluate and efficiently run their department. To provide past, present and prediction information an MIS may include data that helps in decision-making, data resources such as databases, decision-support systems, people and project-management applications and any computerized processes that enhance departmental efficiency.

A MIS enables faster and better control and decision-making, improves monitoring of various operations and optimizes resource-use by tracking and extrapolation of data. From the human-resource point of view, the user benefits from MIS thanks to its productivity increasing potential. It reduces the clerical and routine work of technical personnel

In view of the above, GIS centric governance, is must in whereby the different departments under BIDA shall use the same set of Base Maps for land acquisition, land Planning, land zonation, Land development and Properties deployment. BIDA shall require GIS integrated with other e-governance system to address day-to-day urban functions by featuring reliable, accurate and easy to use ground information. It shall have a robust GIS system for visual search, intelligence and location based analytical functionalities integrated in a GIS environment that can be customized to varying processes and workflows.

BIDA shall require an enterprise-wide Common GIS platform for visually enriched informed decision-making capabilities across various urban functions to bring operational 'effectiveness and efficiencies' in various functions including urban planning, development, financial monitoring, infrastructure management, transport management, disaster management and allied urban services.

This will be broadly used for, Planning, Land Management, Engineering Projects, Environmental Clearances, Disaster Resilience, Asset Management, Urban Services, Green Area Development, Night Life Planning, Rental Housing development, Urban Design and Transport Planning, enforcement of Building Regulations and Master plan and with various other services to be offered by BIDA time to time.



Integrated GIS & MIS to be carried out using standard services / API's.

GIS in BIDA will start its functioning using Enterprise GIS. The land cadastral and monitoring activities have been carried out in BIDA. Further online satellite data shall be made available by BIDA to select SI from NRSC empaneled vendors, and this shall be integrated by SI into the proposed Enterprise GIS portal. Changes if any shall also be displayed in the portal. Thereafter subsequent GIS data layers when prepared shall be added to the portal.

Tentative list of departments / stakeholders for application users are as below -

- Industrial
- Commercial
- Institutional
- Residential
- IT & ITeS
- Group Housing
- Planning
- Land
- Projects
- Others line departments as applicable
- Local Population (General Public)

Key Scope of Work

The scope of work is broadly classified into 6 categories:

1. **GIS data creation, Integration & Go-Live:** The SI will be responsible for GO-Live as per the stipulated timelines. The SI shall be responsible to deploy 5 member team for the 1st year contract period in BIDA office, Jhansi.
 - Integrating all the GIS & Remote Sensing (RS) data undertaken by BIDA to create a single window GIS system. This includes –
 - Master Plans & zonal Plans, Land Bank Data, Cadastral data, other line department data as available.
 - Current and historical - Satellite images and DRONE images (will be provided by BIDA), are being used by different departments and stakeholders of BIDA.
 - Creating User Based authorization-based user Logins for different departments and stakeholders of BIDA.
 - Create GIS based workflows to consolidate day-to-day activities of BIDA in one place.
 - Create Decision Support Dashboards, analytics, reports and custom tools for executive decision making.
 - Providing an integrated GIS map-based interface, offers the details of all existing land allottees, list of vacant plots, surrendered plots, cancelled plots, mortgage plots, its directions, measurement of plots, list of landmarks and details of BIDA's urban services, existing schemes, existing utilities and planned utilities and constructed structures as per as Praroop-2 provided by BIDA.
2. **Operation & Maintenance:** The SI shall be responsible for all O&M activities. One resource (Project Manager cum Senior Software/GIS Developer) will be deployed in BIDA during the 3 years of Operation & Maintenance phase who shall be coordinating with BIDA and the SI team internally.
3. **Managing GIS Cloud support:** SI shall be responsible for the hosting on the cloud server for 3 years.

- 4. Designing & development of land allotment application:** SI shall be responsible for
- Designing and development of a user-friendly platform that enables applicants to submit land allotment applications efficiently. The platform must feature an intuitive interface to ensure a seamless user experience while allowing applicants to upload necessary documents and track their application status in real time.
 - The SI shall implement an evaluation system based on defined objective criteria. This system will enable automated and manual assessments of applications, ensuring compliance with regulatory guidelines and land allotment policies.
 - The SI shall work on enabling efficient approval workflows for the BIDA. This will involve streamlining internal processes to expedite approvals while maintaining accountability and traceability within the system.
 - The SI shall integrate the application with Nivesh Mitra, the Single Window System of Uttar Pradesh. The SI shall ensure seamless connectivity through Single Sign-On (SSO), allowing users to access the land allotment application without requiring separate authentication credentials.
 - The SI shall facilitate integration with GIS systems, databases, payment processing platforms, and any other related applications developed within the BIDA or in Govt. of Uttar Pradesh relevant to the objective of this application. This will help in land mapping, regulatory checks and secure online payment transactions, ensuring compliance with digital governance standards.
 - The SI shall implement reporting and analytics tools within the system. This will allow stakeholders to generate customized reports as per suitability of BIDA.
 - The SI shall develop the application which shall be scalable and have provision of future enhancements.
- 5. Satellite imagery integration for monitoring:** The scope calls for the integration of satellite imagery (along with drone imagery) into a GIS portal to monitor land use changes in real-time or frequently. Satellite data, provided by NRSC-empanelled vendors, will be made available to the System Integrator (SI) for incorporation into the portal, enabling on ground land use changes, visual tracking of land use, construction progress, and encroachments. The system must allow end users to view both current and historical satellite and drone imagery for selected Gata, facilitating comparison over time. In summary, the scope does include satellite (and drone) imagery integration for monitoring purposes; however, it specifies the availability of imagery and display of changes rather than detailing the exact real time analysis methodology. The intent of this scope of work is to support construction tracking and encroachment detection visually through up-to-date imagery.
- 6. Real-time updates of Allotments, Deeds and Approvals:** The scope of work for this RFP involves developing a comprehensive system for tracking land allotment and associated administrative processes in real-time or near real-time through seamless integration with relevant systems. This includes monitoring the status of land allotments, whether allocated via the state's Nivesh Mitra single-window system or the e-auction portal, with detailed breakdowns by use, date, type, sector, and more. The platform will also track planning and permitting statuses, such as building plan approvals, completion certificates (occupancy) and other permits. Additionally, the system will manage post-allotment processes, including lease deed execution, mutation (title transfer), time extension, mortgage permission, and other services, tracking the status of each. All these processes will be linked to respective Gata numbers in the system database. The public-facing portal will allow users to easily search by Gata number to view allotment and approval statuses for the plot, among other relevant details. Integration with transaction systems like Nivesh Mitra and the building plan approval system will ensure the system remains updated with the latest statuses, supporting real-time or periodic updates.
- 7. Automated Change Detection System:** An Automated Change Detection System should be developed by integrating high-resolution satellite imagery

analysis tools capable of identifying changes in land use and detecting unauthorized constructions. This system must include a reliable notification mechanism to promptly alert the relevant authorities whenever potential encroachments are detected. Additionally, it is essential for the system to accurately differentiate between authorized developments and unauthorized changes to ensure effective monitoring and enforcement.

8. Data Update Frequency and Synchronization Protocols: To ensure consistency and accuracy across platforms, it is important to define the frequency and methods for data updates. Mechanisms should be implemented to effectively handle data conflicts and maintain data integrity during synchronization processes. Additionally, comprehensive logs of all synchronization activities must be maintained to support auditing, monitoring, and troubleshooting efforts.

9. Integration with PM Gati Shakti National Master Plan: All data-related processes should adhere to the standards and schemes prescribed by the PM Gati Shakti initiative. To enable seamless data exchange and ensure interoperability with the PM Gati Shakti portal, APIs or web services must be developed. Additionally, data layers should be regularly updated and validated to maintain alignment with national infrastructure planning efforts and support informed decision-making.

10. Additional Enhancements:

a. Legal Framework Integration: The objective is to incorporate legal provisions and frameworks within the system to enable swift action against identified encroachments. To achieve this, the system should include modules that reference relevant sections of the Indian Penal Code and other applicable laws related to land encroachment. Additionally, it should support the development of workflows that assist authorities in initiating legal proceedings, such as filing injunctions or claims for damages, ensuring a streamlined and legally sound response to such violations.

b. Regular Monitoring and Reporting: The objective is to establish protocols for continuous monitoring and periodic reporting of land status to proactively prevent encroachment activities. This involves scheduling regular analyses of satellite imagery to monitor land parcels for any unauthorized changes. Additionally, the system should be capable of generating comprehensive reports that detail land use changes, identify potential encroachments, and provide recommended actions to address any issues detected.

By incorporating these elements into the Scope of Work, the project will address critical gaps, ensuring a robust, efficient, and nationally integrated GIS platform.

To ensure seamless integration with the PM Gati Shakti National Master Plan (NMP), the following provisions to be included in the project's Scope of Work:

1. Data Standardization: The requirements call for the adoption of data formats, metadata specifications, and classification schemas as prescribed by the PM Gati Shakti initiative. It is essential to ensure that all geospatial and attribute data conform to these standardized formats to facilitate seamless integration with the National Master Plan (NMP) platform, promoting consistency, interoperability, and efficient data sharing across relevant stakeholders.

2. Development of APIs and Web Services for Data Sharing: The requirements involve designing and implementing APIs that enable real-time data sharing and retrieval in alignment with the interoperability standards set by PM Gati Shakti. These APIs must also support robust authentication and authorization protocols to ensure data security, integrity, and controlled access across systems and stakeholders.

3. Data Export and Layer Formats: The requirements specify that data layers must be configured to be exportable in formats supported by the PM Gati Shakti platform, such as shapefiles, GeoJSON, or

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other designated geospatial data formats. Each data layer should also include comprehensive metadata to provide necessary context and support accurate interpretation and effective use of the data within the platform.

By incorporating these elements into the Scope of Work, the project will achieve effective integration with the PM Gati Shakti National Master Plan, thereby contributing to a unified and efficient approach to infrastructure development.

11. Other relevant scope of work:

BIDA GIS+MIS platform: The scope includes: a GIS web portal (public and internal interfaces) centered on land parcels (Gata units), dashboards for stakeholders, land allotment workflow, grievance management, deed/map approval tracking, external system integrations, and an automated satellite imagery change-detection module.

Imagery and Analysis: High-resolution satellite imagery (~0.5-1.0 m) for quarterly updates over ~ 1,500 km². Imagery will be provided from NRSC-empaneled or commercial vendors as needed. Automated change detection algorithms (e.g. image differencing or machine learning) will be developed to flag new constructions or encroachments.

External Integrations: APIs or data access will be available for key integrations - e.g. land records (Bhulekh), single-window system (Nivesh Mitra), e-auction or land bank portals - to enable data exchange. Some customizations for single sign-on (SSO) and data synchronization is to be done. Compliance with PM Gati Shakti (National Master Plan) standards to involve data format standardization and API services for data sharing.

- Developing web-based GIS dashboards (public-facing and internal) centered on Gata parcels, with search and query tools. (Each land parcel (Gata) will be a primary unit in the system, with users able to view parcel details and even its satellite imagery.)
- Building features for land inventory management: viewing plots on a map, checking land use and zoning (master plan layers), identifying vacant vs allotted plots, surrendered, Mortgage and cancelled plots, etc.
- Implementing modules for **land allotment applications** (allowing online application submission, document upload, status tracking), along with workflows for evaluation and approval (including integration via SSO with the state single-window Nivesh Mitra).
- Developing a **Grievance Redressal** interface for users to file complaints and track their status, integrated with the GIS (e.g. ability to pinpoint a location for the grievance).
- Creating tracking systems for **deed execution and map/ building-plan approvals**, to monitor post-allotment processes. (This likely ties into integration with any building plan approval portal and internal MIS tracking of deed registration progress.)
- Integrating all available geospatial datasets into a single system: e.g. cadastral maps, BIDA land bank data, master plans, utility maps, etc., consolidating what BIDA has.
Historical data (old satellite/drone imagery, past allotment data) will also be incorporated for reference.

Change Detection System: Development of an **automated change detection module** to compare consecutive images and identify changes (new structures, land cover changes, encroachments, Built up area changes). The module will highlight change areas on the GIS dashboard, enabling officials to view "real-time" (quarterly) construction progress or unauthorized developments.

Land Records (Bhulekh): The platform will link each Gata to Uttar Pradesh's Bhulekh database so that land ownership and plot details can be fetched or verified.

Single Window (Nivesh Mitra): Implementing single sign-on and data exchange with Nivesh Mitra for land allotment applications. This involves adhering to Nivesh Mitra's API for grievances lodged via the state's Nivesh Mitra Grievance pulling application details or pushing status updates. Also, portal may be integrated so that BIDA's GIS can log and display them.

E-Auction & Plan Approval Systems: Integration with any existing e-auction portal for land allotment and

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India Industrial Land Bank (IILB): Ensuring BIDA's land data can be uploaded to or synced with the national Industrial Land Bank portal, which is often mandated. This may involve formatting data to IILB standards and automating periodic updates.

PM Gati Shakti Integration: Compliance with the National Master Plan (PM Gati Shakti) by developing secure GIS data services (WMS/WFS or AP|s) to share BIDA's geospatial layers with the central platform. This includes standardizing BIDA's GIS data schema to align with Gati Shakti's norms (e.g., using prescribed layer names, attributes, coordinate system) and creating export tools for shapefiles/GeoJSON outputs as needed.

Helpdesk and Support: Providing ongoing technical support to BIDA administrators and end-users. All user issues, system bugs, and change requests will be addressed under an SLA. We expect the SI to maintain a helpdesk (remote) and the on-site coordinator to liaise daily.

Regular Updates: Performing any software updates, security patches, and minor feature enhancements during the O&M period. For instance, if new layers need to be added or a new external system needs to be integrated in year 2, the SI will handle it under O&M. The system is designed to be modular and scalable for such updates.

Maintenance of GIS Data: Updating GIS layers as needed - e.g. uploading the quarterly change-detection results, adding newly acquired plots, updating records from Bhulekh sync, etc. This ensures the platform's data remains current.

Cloud Environment Management: Although cloud hosting fees are paid by BIDA, the SI is responsible for hosting on cloud, database management, cloud storage requirement management and migration of existing data to the designated cloud services.

Exclusions: The O&M figure excludes cloud infrastructure rental (paid separately) and excludes any major new development out of scope. If BIDA requests significant new modules in year 2, that would be a separate cost.

1. GIS data creation, Integration & Go-Live:

BIDA plans to implement an enterprise-wide Common GIS platform for visually enriched informed decision-making capabilities across various urban functions to bring operational 'effectiveness and efficiencies' in various functions. Following are the indicative activities to be undertaken:

1.1 Input data: The following table is a tentative list of existing data available with BIDA.

S. No	Data	Data Format
1.	Master plan	Shapefile (To be available to the selected Bidder)
2.	Sector Data	Shapefile
3.	Cadastral data	Shapefile
4.	Khasra Data	Shapefile
5.	Allotment Data	Excel/Doc/PDF
6.	Litigation Data	Excel/Doc/PDF
7.	High Resolution Imagery	Image

- 1.2. **Data Model design:** Standard data model to be used in GIS project. SI to also update data model (fields & domains) as per input data. This includes additional feature class, field & domains creation.
- 1.3. **Master plan data segregation & loading to data model:** Master plan data available as a single polygon layer. The bidder will need to analyze and segregate various layers from this pre-existing dataset for better visualization and query purposes. After segregating layers, data to be loaded to their respective feature classes.
- 1.4. **Cadastral Data georeferencing:** BIDA has Cadastral data available in shapefile format. This data is required to be georeferenced and vertically integrated with all Geo-spatial Information. The bidder to ensure georeferencing of all cadastral data available with BIDA and also to correct the data
- 1.5. **Basemap Creation:** The SI will create a basemap from high resolution satellite imagery. In this process, all visible features need to be captured to create a rich basemap. Bidder will integrate the Basemap with the Enterprise GIS so that it can be reused with multiple applications. It should also include master plan, sector layout plan, utility data with symbology, scale dependent viewing and labeling.
- 1.6. **Data conversion & cleanup:** SI shall undertake data clean and quality checking activities after the conversion to ensure topologically consistent data with appropriate labelling. SI will also be responsible to do quality check of the data from time to time.
- 1.7. **Excel Data mapping & Integration:** SI shall need to join the excel data (whether it is litigation data or Khasra Data or any other data) with GIS data
- 1.8. **Data verification:** The SI shall be responsible to clean up the data, maintain the data, verify the data etc. with complete accountability.
- 1.9. Following is the Indicative functionality but not limited to the proposed GIS application.

<p>Software Functionality</p>	<ul style="list-style-type: none"> ✓ Should be able to manage and utilize Spatial Bookmarks, coupled with the utilization of Map templates, to standardize maps, ensuring a cohesive and streamlined approach. ✓ Should advocate creation of shortcuts to store symbology for displaying features, allowing interactive transparency adjustments across all layers for enhanced visualization. ✓ Should directly support interactive multiseried grid pie charts and histograms for effective data classification. ✓ Should offer a range of thematic classifications, including single symbol, unique value, match to predefined style, graduated colours or symbols, proportional symbols, dot density mapping, and comprehensive chart mapping, encompassing pie, donut, and bar charts, as well as accommodating bivariate and multivariate data rendering. ✓ Should provide the capability to generate a series of thematic maps, allowing control over sublayers ✓ Should feature an elevation data display capability ✓ Should provide robust support for both 2D and 3D animations, incorporating time series data functionality and enabling the historical playback of event data, with an interactive time slider. ✓ Should possess the capability to support symbol effects ✓ Should feature advanced visualization capabilities for images, including thematic classes, individual band settings, colour maps, as well as controls for contrast and brightness adjustments. ✓ Should include location rectification options for images, facilitating seamless georeferencing of existing scanned images. ✓ Export graphics to: Enhanced Metafile (EMF), Windows bit map (BMP), Encapsulated PostScript (EPS), Tagged image file format (TIFF), Layered Portable document format (PDF), Joint Photographic Experts Group (JPEG), Computer graphics metafile (CGM), Adobe Illustrator (AIX), Graphic Interchange Format (GIF), Scalable Vector Graphic (SVG), Truevision Graphics Adapter (TGA) etc. and the formats other than JPEG, BMP, PNG should be able to support colour model. ✓ Should have inbuilt tools to Display Real-Time Location Points from a GPS/GNSS Receiver, Dynamically Centre the Map on the Current GPS Point and Store GPS points in a Log File. The software should provide an accuracy buffer depicting the likelihood of the device being in the same location. ✓ Should feature a customizable user interface, allowing users to personalize the look and feel through functionalities such as drag-and-drop for rearranging tools and toolbars, support for both light and dark modes for the application theme, and the ability to dock toolbars for enhanced user flexibility.
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	<ul style="list-style-type: none"> ✓ Should incorporate an automatic backup mechanism for unsaved projects to ensure recovery options, and prompt users to restore from the backup upon reopening the project for enhanced data protection and continuity. ✓ Should seamlessly integrate with the anti-aliasing feature of graphic card hardware to enable superior rendering quality for intricate or jagged geometrical features. ✓ Should support documentation/Metadata management and should allow generation of reports of browsable schemas in various formats like excel, JSON, HTML or PDF. It should also allow import and export of metadata. ✓ Should provide complete geoprocessing history in project pane for testing and/or audit purpose. ✓ Should have tools for mining for analysis ✓ Should preferably be with authoritative map data on infrastructure related to Agriculture, Businesses, Transportation and Utilities. ✓ Should be capable of maintaining data history, version management and conflict detection/resolution. ✓ Should have proper log and audit trail system throughout the contract cycle. ✓ Should support assigning and editing network features such as barriers, turns and uni-directional flow. ✓ Should have Wizard based workflows to categorize and label groups of pixels and analyse the changes in them over the period. ✓ Should have standard tools like tool to to interactively manipulate pixel values and imagery data process and analyse and displays results immediately, tool to perform orthorectification of drone, aerial, and satellite imagery, tool to provide the capability to compile three-dimensional (3D) feature data in a stereo viewing and mapping system, Tools to provide interactive methods to measure the heights of objects, distance, area of 2-dimensional or 3-dimensional surfaces using the information obtained from lines and angles in imagery. ✓ Should be able to work with geospatially enabled video data together with your GIS data to assist in timely, well-informed decision support. ✓ Should be able to convert features (point, line, or polygon) to rasters, create raster buffers based on distance and calculate a density value for each cell in an output raster. ✓ Should support generation of density maps and continuous surface from point features and derive contour, slope, viewshed, aspect, and hillshade of the surfaces, Build and analyse complex surfaces to identify patterns or features. ✓ Should support map algebra and should have ability to carry out neighbourhood and zone analyses. ✓ Should be able to calculate incoming solar radiation to model and analyse its effects.
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	<ul style="list-style-type: none"> ✓ Should have tools to work with hydrologic characteristics and tools to calculate flow across an elevation surface, calculate flow path length, assign stream orders, perform simple 2D advection-dispersion modelling of groundwater flow and constituents in groundwater. ✓ Should be able to apply cell, neighbourhood, zonal overlay, and multivariate statistical analysis techniques to the modelling of your spatial data. ✓ Software should have tools which allows the exploration of relationships among many different types of attributes and also the tools to perform various trigonometric calculations on the values in an input raster. ✓ Should have capability to identify the best regions, or groups of contiguous cells, from an input utility (suitability) raster that satisfy a specified evaluation criterion and that meet identified shape, size, number, and integration distance constraints. ✓ System should have following functionality also for land allotment: <ul style="list-style-type: none"> ○ Application Submission <ul style="list-style-type: none"> ▪ User Registration and Login ▪ Designing and development of land allotment application form ▪ Application form submission ▪ Document upload ▪ Application fee processing ○ Evaluation of application <ul style="list-style-type: none"> ▪ Application routing - Assigns application to the relevant stakeholder for review. ▪ Reviewer Dashboard - Officials access and evaluate applications through an intuitive dashboard. ▪ Evaluation based on defined objective criteria ▪ Stakeholder Comments - Multiple evaluators can add feedback. ○ Approval/Rejection of application <ul style="list-style-type: none"> ▪ Decision Making Panel – Approval or rejection of application. ▪ Digital Certificate Generation - Issues a land allotment certificate digitally. ▪ Final Approval Notifications - Sends approval/rejection notices to the applicant via email/SMS. ▪ Updates approved allotments with GIS system. ○ Integration with Nivesh Mitra (Single Window System of Uttar Pradesh) through Single Sign On for land allotment ○ Reporting and Analytics <ul style="list-style-type: none"> ▪ Application Status Reports - Tracks pending, approved and rejected applications. ▪ Audit Logging - Maintains a secure record of all actions for transparency. ▪ Custom Dashboards - Provides data-driven insights for officials of BIDA.
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Enterprise Platform Specifications	<ul style="list-style-type: none"> ✓ Should be capable to manage City maps, satellite images, GIS data of various point of interest information, infrastructure, and assets etc. of the city. It should provide access to free Online 2D, 3D, Street, Base map, imagery Services. GIS system should have portal for administration that lets administrators to add, update, manage and maintain city GIS data and user management, content Sharing and capability to build various GIS applications. ✓ Should be highly scalable. It must have architecture deployment flexibility such as single machine, multiple machines, cluster-based environment Active-Active Active-Passive, multiple sites deployment. System must be horizontally and vertically scalable. GIS platform capability should be offered by a single/ seamless integration of software based on same technology. ✓ Should be Cross platform support/Platform agnostic. Should support both Windows & Linux platform. should support standard Web server / application server ✓ Should have Integration facility & OGC compliance ✓ Should support a Service Oriented Architecture (SOA) must be based on open standards with interoperability and modularity. ✓ Should be deployable in the cloud, leveraging cloud computing services provided by MeitY empanelled third-party providers ✓ Should have inbuilt safety & security features ✓ Should easily integrate & embed with Microsoft Office application like excel, PowerPoint etc. Software capabilities should also be available as a widget/App with PowerBI and Microsoft Teams without any extra cost. ✓ Should support dynamic operational dashboards to showcase the results and information in the form of pie charts, bar charts, histograms, threshold bars, query, highlight and selections etc. for tracking and monitoring purpose. These dashboards must dynamically updates based on the data updation from browser, mobile, desktop users. ✓ Should provide an configurable mobile GIS application on Android & IOS that allows dynamic query and update server data remotely. The mobile application should be able to integrate with external GPS devices. ✓ Should have Software development Kit (SDKs) to build and deploy native applications on a variety of popular platforms and devices including Android, Ios, Java, .NET, QT etc. ✓ Should have Seamless integration of end-to-end workflows for imagery analysis including the training of deep learning models for object detection and pixel classification (object detection and pixel classification) on web. ✓ Should have Secure, identity-based access controls and a centrally available, synchronized python environment across the web GIS organization.
Integrated Mobile Portal/ App	<ul style="list-style-type: none"> ✓ Master Plans ✓ Master plan Dashboard as provided by our MP Consultant ✓ Attached Zonal Plans (in Word or PDF Linked to that Zone)

development: Public View	<ul style="list-style-type: none"> ✓ Search Property/Plot (Based on Use, Size, Position (Corner), Road Width etc. ✓ Plot wise grievance management ✓ Encroachment reporting ✓ Uploading the Schemes as Shape files ✓ Bye Laws of Building for each scheme put as attribute of Plots. ✓ Internal & external infrastructure details ✓ Apply for land allotment & see their status ✓ Apply for Building Plan Approval & see their status ✓ Apply for post allotment and other services & see their status ✓ Apply for Surrender of plot ✓ Apply for Mortgage of plot ✓ Apply for Amalgamation of plot ✓ Apply for production and functional certificate ✓ History & current status of selected plot ✓ Dashboard for Encroachment reports ✓ Dashboards for Grievance reports
Integrated Mobile development: Portal/ App Departmental usage	<ul style="list-style-type: none"> ✓ Integration of data related to Masterplans, Sector Plans, Layout Plans, Cadastral Data, Properties, Engineering Data for Infrastructure and Parks etc. ✓ Georeferencing all the data over the High-Resolution Base Map available on the GIS Platform for common set of Base Maps and Seamless integration of all layers. ✓ Creating User Management for each department ✓ Creating User Management for the following departments: Planning, Engineering, Land, Property. Each departmental Application will have a common set of Base Maps and the Departmental Specific Data ✓ Updating/uploading data for all Departments. ✓ Evaluation of land allotment based on defined objective criteria. ✓ Approval of land allotment. ✓ Approval of map, Deed execution monitoring
Integrated Mobile development: Portal/ App Integration	<ul style="list-style-type: none"> ✓ It will be integrated with the modules being developed by BIDA currently which may include the systems like <ul style="list-style-type: none"> ○ Allottee Management System ○ Nivesh Mitra (Single Window System of Uttar Pradesh) ○ e-auction portal for land/ property allotment ○ Building Plan Approval System of Housing Department ○ India Industrial Land Bank portal of Gol ○ Any other proposed system like PM Gati Shakti.

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Integrated Mobile development: Dashboard	<div> <div> Portal/ App </div> <ul style="list-style-type: none"> ✓ Dynamic MIS & Dashboard ✓ Planning: The Masterplan with Percentage of land use of each category, layout Plans Approved, land pooling details etc. ✓ Lands Management: Land Purchased, acquired, resumed; etc ✓ Infrastructure Development: All internal & external infrastructure details like Water, Sewer, Drainage, Road Network Coverage etc. ✓ Land Allotment: Allotted land (through Nivesh Mitra/ e-auction portal) use wise, date wise, type wise, sector wise etc. ✓ Planning Services: Status of Building Plan Approval, Completion Certificate etc. ✓ Post Allotment Services: Status of post allotment services i.e., Lease Deed Execution, Mutation, Time Extension, Mortgage Permission etc. ✓ Any other as directed by BIDA </div>
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1.10. Use Cases: Following are the indicative use cases but not limited to the following

1.10.1. Use case: GIS system for Public View for Land records and Planning

Use Case Components	Description
Actors/Users	Citizens (Land owners, residents, Investors, Entrepreneurs etc.)
System	GIS product
Functional Requirement	As mentioned in section 1.9 of Key Scope of work
Trigger	User shall search through their Gata number before master plan/ plot number (After layout or sector map)
Use case	The GIS System shall allow citizens to access and view their land records, including Gata information, before and through plot number after Master Plan implementation. The portal shall also enable users to apply for land allotment, building plan approval, compounding and post allotment services.
Steps	<ol style="list-style-type: none"> 1. User logs in to the system and searches for their Gata number. 2. System displays the information, including: <ol style="list-style-type: none"> a. Land use b. Plot rate c. Plot Size d. Plot position (Corners) e. Construction details (if any) f. Nearby internal & external infrastructure g. Other utilities h. Allotment status i. Lease Deed Status j. Lease Deed points compliance k. Building plan approval status l. Other approval status m. History of selected Gata/Plot etc. n. Google map locations o. Upcoming infra projects 3. User can apply for: <ol style="list-style-type: none"> a. Land allotment (with provision of uploading all the documents as per as the land allotment policy) b. Building plan approval c. Compounding d. Completion certificate e. Post allotment approvals f. Time Extension g. Land surrender h. Land Restoration i. Land cancellation j. Land Mortgage k. Land Amalgamation

	<p>I. Functional Certificate</p> <ol style="list-style-type: none"> 4. User can view: <ol style="list-style-type: none"> a. Utilities and proximity infrastructure near their Gata b. Upcoming projects near their Gata c. Future development plans near their Gata 5. User can navigate to Gata through GIS 6. User can view satellite imagery of their Gata. <ol style="list-style-type: none"> a. User can view scheme-wise land parcels available for allotment. b. User can view the contiguous land parcels c. User can view list of encroached/encumbered Gata d. User can view mutation details for their Gata. 7. User can view Gata-wise application for allotment. 8. User can view Master Plans, Attached Zonal Plans related to their gata and periphery 9. User can view Bye Laws of Building for each scheme put as attribute of Plots. 10. User can login for grievance and view the status pertaining to the registered grievance.
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Non-Functional Requirement	<p>The GIS shall ensure the system operates efficiently, reliably and securely. The system shall ensure scalability, ease of integration (ex. Bhulekh, Nivesh Mitra, e-auction portal, Building Plan approval portal, IILB portal, PM Gati Shakti, LAMS etc.), interoperability and fault tolerance etc. during designing and developing GIS platforms. The system shall not only ensure the immediate system requirements for BIDA but shall be flexible and technologically efficient to accommodate future requirements faster and with minimum change in underlying architecture. The GIS solution shall be designed keeping in mind the future growth and ensuring the quality of the platform for long term. The following are key non-functional requirements for an enterprise GIS platform:</p> <ol style="list-style-type: none"> 1. Performance: <ul style="list-style-type: none"> • Response time: The system should provide fast response times for queries, map rendering, and analysis, even with large datasets. • Throughput: The ability to process and handle a high volume of requests, data, and transactions. • Scalability: The system must scale to accommodate increasing data volumes and user loads without performance degradation. 2. Availability: <ul style="list-style-type: none"> • Uptime: The platform should be highly available, ensuring minimal downtime (e.g., 99.9% uptime). • Fault tolerance: The system must continue to operate even if certain components fail, providing backup and failover mechanisms. 3. Reliability: <ul style="list-style-type: none"> • The system must consistently perform its functions without errors or data corruption, even under heavy load. • Error handling: Effective logging and reporting of errors, as well as graceful recovery from system failures. 4. Security:
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	<ul style="list-style-type: none"> • Data encryption: Both at rest and in transit to ensure sensitive geospatial data is protected. • Compliance: Adherence to relevant legal and regulatory standards (e.g., GDPR, HIPAA). <p>5. Usability:</p> <ul style="list-style-type: none"> • User Interface: The system should have an intuitive, user-friendly interface for non-technical users and power users alike. • Documentation: Comprehensive help files, training materials, and system guides for users and administrators. • Multi-platform support: Compatibility with different operating systems, devices, and browsers. <p>6. Maintainability:</p> <ul style="list-style-type: none"> • Modular architecture: The platform should be easily updated, extended, or modified without impacting existing functionality. • Software updates: Ability to apply patches and updates with minimal disruption to users. <p>7. Interoperability:</p> <ul style="list-style-type: none"> • Data formats: Support for various geospatial data formats (e.g., shapefiles, GeoJSON, KML) and standards (e.g., OGC, WMS). • System integration: Ability to integrate with other enterprise systems (e.g., databases, CRM, ERP) via APIs or other data-sharing methods. • Cross-platform compatibility: Support for various platforms, ensuring the GIS can work in different environments (cloud, on-premises, hybrid). <p>8. Backup and Disaster Recovery:</p> <ul style="list-style-type: none"> • Regular data backups, along with well-documented and tested disaster recovery processes to ensure data integrity and availability in the event of failure. <p>9. Localization and Internationalization:</p> <ul style="list-style-type: none"> • Support for multiple languages and regional settings, allowing the platform to be used in different geographic regions with local language support and data formatting. <p>10. Auditability and Logging:</p> <ul style="list-style-type: none"> • Detailed records of user activities and system interactions for compliance, security, and troubleshooting purposes.
Assumptions	<p>1. The system shall be integrated with the relevant government applications/portals through API. Example: Bhulekh, Nivesh Mitra, e-auction land allotment portal, Building plan approval portal of Housing Department, India Industrial Land bank portal of Gol etc.</p>

	2. The system shall comply with requirements like Audit, GIGW guidelines and shall be tested for security and performance
Benefits/Outcomes	<ol style="list-style-type: none"> 1. The User shall have the benefits of accessing his gata number, navigate through it and access the infrastructure with one click 2. The User can apply for land allotment, necessary approvals online only thus helping in faster approvals with ease of doing business 3. The User can register grievance through the system and get it resolved in stipulated time 4. The system will help in reduction of land disputes and the peripheral/compounding disputes 5. The user will be aware of the upcoming projects and Infrastructure

1.10.2. Use case: GIS system for Departmental View for Land records and Planning

Use Case Components	Description
Actors/Users	Department officials (CEO, ACEO, officers from multiple departments such as planning, projects, IT, Finance etc.)
System	GIS product
Functional Requirement	As mentioned in section 1.9 of Key Scope of work
Trigger	<ol style="list-style-type: none"> 1. Department shall login with valid credentials in the GIS system 2. Department shall search through a specific Gata/Plot number 3. Department shall search through sector number
Use case	The GIS System shall allow authorized department officials to access and view land records, including Gata and plot information, the details of gata as shown as a result of integration of Master Planning Dashboard. The system also enables officials to track and manage various aspects of land acquisition, planning and infrastructure development. The system shall display the dashboard customised to the user requirements
Steps	<ol style="list-style-type: none"> 1. User logs in to the system and searches for a specific Gata or sector number. 2. System displays the Gata/plot information, including: <ol style="list-style-type: none"> a. Comparison of plot/Gata details before acquisition, after acquisition, or after Master Planning b. Revenue land record disputes and their details along with land use c. Litigation details d. Acquisition cost e. Bainama details f. Original khatauni details

	<ul style="list-style-type: none"> g. Position of plots as per Master Plan and sector layout plan h. Land allotment status i. Building plan approval status j. Other approval status k. History of selected Gata/Plot etc. l. Details of cancelled plots m. Details of surrender plots n. Details of mortgage plots o. Details of amalgamation plots <p>3. User can view planning and built-up area details to identify encroachments.</p> <p>4. User can evaluate & approve/reject the land allotment application</p> <p>5. User can approve building plan maps.</p> <p>6. User can view sector-level plans, including:</p> <ul style="list-style-type: none"> a. Plot-level sector plans b. Existing infrastructure c. Proposed infrastructure work d. Upcoming projects e. Ongoing work progress in real-time f. Pending applications like mutation etc. g. Work completion status of infrastructure projects h. Planned trunk infrastructure details i. Existing abadi (habitation) details j. Fixed construction details before BIDA notification as per RFP <p>7. User can access the following</p> <ul style="list-style-type: none"> a. Historical and current land use details b. Ownership and mutation history c. Approved, pending and rejected applications d. Marked unauthorized constructions or encroachments for legal action e. Updated zoning plans and sector layouts wherever applicable
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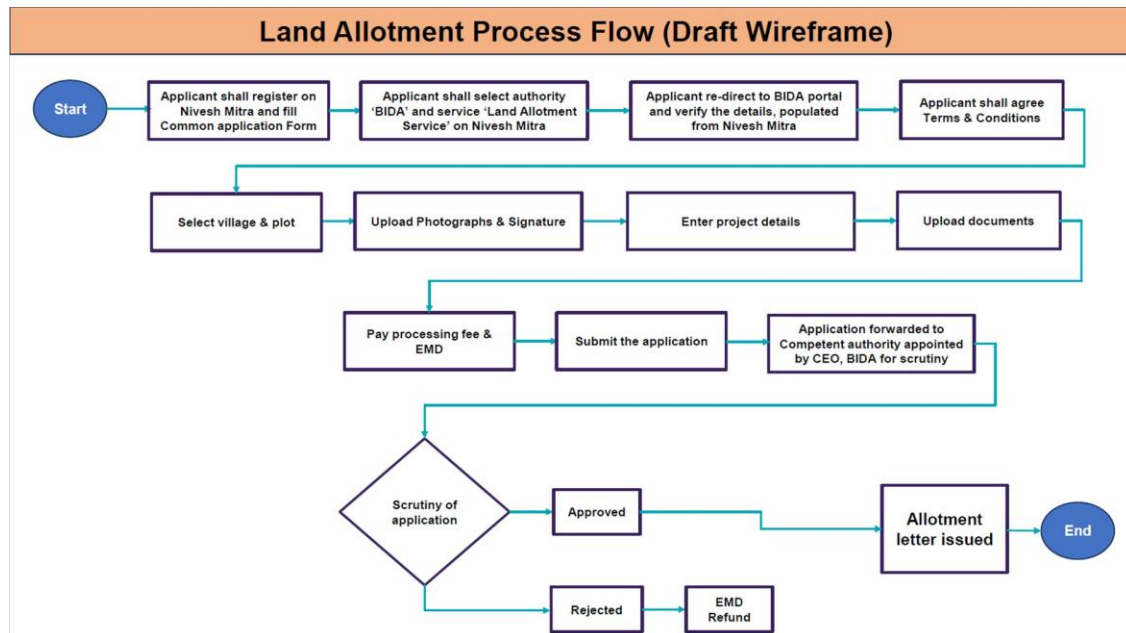
Non-Functional Requirement	<p>The GIS shall ensure the system operates efficiently, reliably and securely. The system shall ensure scalability, ease of integration (ex. Bhulekh, Nivesh Mitra, e-auction portal, Building Plan approval portal, IILB portal, land allotment portal etc), interoperability and fault tolerance etc during designing and developing GIS platform. The system shall not only ensure the immediate system requirements for BIDA but shall be flexible and technologically efficient to accommodate future requirements faster and with minimum change in underlying architecture. The GIS solution shall be designed keeping in mind the future growth and ensuring the quality of the platform for long term. The following are key non-functional requirements for an enterprise GIS platform:</p> <ol style="list-style-type: none"> 1. Performance: <ul style="list-style-type: none"> • Response time: The system should provide fast response times for queries, map rendering, and analysis, even with large datasets. • Throughput: The ability to process and handle a high volume of requests, data, and transactions. • Scalability: The system must scale to accommodate increasing data volumes and user loads without performance degradation. 2. Availability: <ul style="list-style-type: none"> • Uptime: The platform should be highly available, ensuring minimal downtime (e.g., 99.9% uptime). • Fault tolerance: The system must continue to operate even if certain components fail, providing backup and failover mechanisms.
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	<p>3. Reliability:</p> <ul style="list-style-type: none"> a. The system must consistently perform its functions without errors or data corruption, even under heavy load. b. Error handling: Effective logging and reporting of errors, as well as graceful recovery from system failures. <p>4. Security:</p> <ul style="list-style-type: none"> a. Data encryption: Both at rest and in transit to ensure sensitive geospatial data is protected. b. User authentication: Ensuring proper access controls, roles, and permissions for different user levels. c. Authorization and auditing: Monitoring and controlling who can access what data and actions within the platform. d. Compliance: Adherence to relevant legal and regulatory standards (e.g., GDPR, HIPAA). <p>5. Usability:</p> <ul style="list-style-type: none"> a. User Interface: The system should have an intuitive, user-friendly interface for non-technical users and power users alike. b. Documentation: Comprehensive help files, training materials, and system guides for users and administrators. c. Multi-platform support: Compatibility with different operating systems, devices, and browsers. <p>6. Maintainability:</p> <ul style="list-style-type: none"> a. Modular architecture: The platform should be easily updated, extended, or modified without impacting existing functionality. b. Logging and diagnostics: Detailed logs to help monitor system health and troubleshoot issues. c. Software updates: Ability to apply patches and updates with minimal disruption to users. <p>7. Interoperability:</p> <ul style="list-style-type: none"> a. Data formats: Support for various geospatial data formats (e.g., shapefiles, GeoJSON, KML) and standards (e.g., OGC, WMS). b. System integration: Ability to integrate with other enterprise systems (e.g., databases, CRM, ERP) via APIs or other data-sharing methods. c. Cross-platform compatibility: Support for various platforms, ensuring the GIS can work in different environments (cloud, on-premises, hybrid).
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	<p>8. Backup and Disaster Recovery:</p> <ul style="list-style-type: none"> Regular data backups, along with well-documented and tested disaster recovery processes to ensure data integrity and availability in the event of failure. <p>9. Localization and Internationalization:</p> <ul style="list-style-type: none"> Support for multiple languages and regional settings, allowing the platform to be used in different geographic regions with local language support and data formatting. <p>10. Auditability and Logging:</p> <ul style="list-style-type: none"> Detailed records of user activities and system interactions for compliance, security, and troubleshooting purposes.
Assumptions	<p>1. The system shall be integrated with the relevant government applications/portals through API. Example: Bhulekh, Nivesh Mitra, e-auction land allotment portal, Building plan approval portal of Housing Department, India Industrial Land bank portal of Gol etc.</p> <p>2. The system shall comply with requirements like Audit, GIGW guidelines and shall be tested for security and performance</p>
Benefits/Outcomes	<p>1. The User shall have the benefits of accessing through gata number, navigate though sector number and access the infrastructure with one click</p> <p>2. User can generate reports on some of the following:</p> <ol style="list-style-type: none"> Encroachments Land allotment requests Infrastructure gaps Building plan approval requests Grievance report Other reports like Infrastructure, projects etc. Reports related to other flags as suggested by BIDA <p>3. The User can redress grievance in stipulated time</p> <p>4. The user will be able to provide accurate information with respect to land disputes or peripheral/ compounding disputes</p> <p>5. The user will be aware of the upcoming projects and Infrastructure</p> <p>6. The user can monitor overall progress of the master/Zonal plan execution</p> <p>7. Report on encroached land and increase in built up area of plot</p>

1.10.3. illustrative process of land allotment application

- **Draft Wireframe:**



- **Application process:** The application can be applied either directly in BIDA portal (The land allotment and bidding portal) or by Nivesh Mitra Portal.

Registration on Nivesh Mitra: The applicant shall initiate the process by registering on Nivesh Mitra and filling out the Common Application Form with the required personal and project-related details.

Selection of Authority & Service: The applicant shall select “BIDA” as the concerned authority and opts for “Land Allotment Service” on the Nivesh Mitra portal to proceed with the application.

Redirection to BIDA Portal: Upon selection, the applicant shall redirect to the BIDA portal, where they shall verify the details that were auto populated from Nivesh Mitra, ensuring accuracy such as:

- Company Name
- Industry District
- Industry Address
- Occupier Name
- Occupier Email
- Occupier Phone No.
- Occupier PAN
- Occupier GST
- Occupier Address
- Nature of Activity
- Nature of Operation
- Industry Type
- Organization Type
- Items Manufactured
- Project Cost (In Lacs)
- No of Employees

- Annual Turnover

Agreement to Terms & Conditions: Before proceeding further, the applicant shall review and agree to the terms and conditions set by BIDA regarding land allotment.

Selection of Village & Plot: The applicant shall choose specific village and plot from the available options based on their project requirements and preferences.

Uploading Photographs & Signature: As part of identity verification, the applicant shall upload their photograph and signature onto the portal.

Entering Project Details: The applicant shall provide comprehensive information about their proposed project, including objectives, investment plans, expected benefits and implementation strategy such as:

- Type of Industry
- Proposed Product
- Estimated Cost of the project (In Lacs)
- Estimated Employment Generation (In Nos)
- Estimated Project Start Period (In Months)
- Related Work Experience (In Years)
- Layout plan of land - Covered Area (In %)
- Layout plan of land - Open Area (In %)
- Investment In Land (In Lacs)
- Investment In Building (In Lacs)
- Investment In Machinery & Equipment (In Lacs)
- Industrial category
- Power Requirement (in KW)
- Water Requirement

Uploading Required Documents: The applicant shall upload all necessary documents, such as identity proofs, financial statements, project reports, compliance certificates etc.

Payment of Processing Fee & Earnest Money Deposit (EMD): The applicant shall pay the processing fee and Earnest Money Deposit (EMD) through the designated online payment method.

Submission of Application: After fulfilling all requirements, the applicant shall submit the application.

Scrutiny by Competent Authority: The submitted application shall forward to a competent authority appointed by the CEO of BIDA, who is responsible for reviewing and scrutinizing the application.

Evaluation Based on defined objective criteria: The competent authority shall evaluate the application based on defined objective criteria, including feasibility, economic impact, legal compliance and financial viability, on basis of bidding or as per the policy and guidelines of BIDA.

Final Approval or Rejection: Based on the evaluation, the competent authority shall either approve or reject the application, informing the applicant accordingly.

This portal will be integrated for deed execution and monitoring module of the BIDA land allotment and bidding portal.

1.11. Envisaged Deliverable and Timelines

Overall scope is divided into three milestones whose details are as below –

Milestone	Activities	Deliverables	Timeline
	Project Kick Off	Minutes of Meeting	Day 0 (T1)
Milestone 1 (2 Months)	Requirement Study & To-Be Document for BIDA stakeholders, investors and citizens (Basic Functionalities & User specific Functionalities) Identification of GIS software requirement	To-Be Report Procurement requirement Report for GIS software, Cloud Servers, integration API's etc.	T1 + 7 days
	Procurement of GIS software (The GIS software shall be procured by bidder in the name of the Bundelkhand Industrial Development Authority.) Design Document for Integrated GIS, Remote Sensing, Land allotment & MIS application (Web & Mobile) for BIDA stakeholders, investors and citizens (Basic Functionalities & User specific Functionalities).	Procurement Report SRS & FRS of application UI / UX design, Database Design, HLD, LLD & Integration Approach and Methodology Document	T1 + 15 days
	Development of Enterprise GIS Portal, Mobile App & Land allotment application. This includes basic functionalities for BIDA stakeholders, investors and citizens. This needs to have authorization-based data and functionalities access GIS/RS/MIS data integrations	Test Cases & Test Repots	T1 + 1 Months

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	Satellite imagery integration Integration with other line department portal		
	Deployment on Cloud Server and Go-Live for Milestone 1	User Acceptance report (UAT), Deployment on Cloud Server, Security Testing Report & Go-Live	T1 + 2 Month
	Capacity Building	Training documents, FAQ's, Training reports for BIDA stakeholders, investors and citizens	T1 + 2 Month

Milestone 2 (4 Months)	Development of Enterprise GIS Portal & Mobile App user specific functionalities for BIDA stakeholders (Tools, Reports, Dashboard & Analytics) GIS/RS/MIS data integrations Satellite imagery integration Integration with other line department portal	Test Cases & Test Repots, User Acceptance report (UAT), Deployment on Cloud Server	T1 + 3 Months
	Development of Enterprise GIS Portal & Mobile App user specific functionalities for other line department users and investors (Tools, Reports, Dashboard & Analytics) GIS/RS/MIS data integrations Satellite imagery integration Integration with other line department portal	Test Cases & Test Repots, User Acceptance report (UAT), Deployment on Cloud Server	T1 + 3 Months
	Development of Enterprise GIS Portal & Mobile App user specific functionalities for citizens (Tools, Reports, Dashboard & Analytics) GIS/RS/MIS data integrations Satellite imagery integration Integration with other line department portal	Test Cases & Test Repots, User Acceptance report (UAT), Deployment on Cloud Server	T1 + 4 Months
	Go-Live for Milestone 2	Security Testing Report & Go-Live	T1 + 5 Months
	Capacity Building	Training documents, FAQ's, Training reports for BIDA stakeholders, investors and citizens	T1 + 6 Months
	Operation & Maintenance	Monthly Reports –	3 Years from the go live date

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(3 Years)		<ul style="list-style-type: none"> • SLA compliance report • Bug resolution report • Data & System Backup report • Upgrade Reports • Change Request (if required) 	
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Important Note

BIDA will identify one person for overall coordination of the project and will be single point of contact for all the project specific requirements. The designated person will be responsible for obtaining sign off and facilitating the meeting with various stakeholders.

All data / information / relevant business rules / Enterprise GIS licenses/ required softwares and other licenses as required for analysis, design, development, testing and commissioning of the proposed application will be purchased by SI as per the project schedule on the name of BIDA. BIDA will only purchase the required cloud infrastructure and storage, with assistance from the System Integrator (SI).

Delays in approval of documents / deliverables from the BIDA can cause overall delay in project timeline. SI will not be responsible for delays due to approval of milestones. Any impact on financial would be communicated subsequently during project.

1.12. Integration of MIS and GIS data for BIDA

This section details out the requirements and results for MIS and GIS integration for BIDA. Following are the tentative details of the Geospatial layer to be considered (actual layer list can be different during implementation).

These include the existing Layers of information created by BIDA.

Base Map

The initial Base map to be created in GIS environment by integration of legacy data of BIDA. Freely available GIS basemap services will augment the basemap services. Provision to update the basemap on a continual basis is long drawn process. The basemap shall have provision to overlay over satellite images and done images.

The base map will have the following layers described below from table 1 to table 9.

Table 1: Base Layers

S.No.	Layer	Attributes	Source of Data*
1.	BIDA Boundary	ID, Name	To be provided by BIDA; Exported from dwg to shp
2	Road Layer	ID, Road No./Name; From-to; length and Width	To be provided by BIDA; Exported from dwg to shp
3.	Building Footprint	ID, vacant / under construction	To be provided by BIDA
4.	River	ID, River Name	To be provided by BIDA
5.	Water Bodies	ID, Name, Area	To be provided by BIDA
6.	Existing Land use/ Land cover	ID, Landuse_Type, Landuse_Subtype, Area,	To be provided by BIDA; Exported from dwg to shp
7.	Landmarks	ID, Name	To be provided by BIDA
8.	Contours / DTM	Height	To be provided by BIDA
9.	Other layers if any as specified by BIDA	-	Specified by BIDA

Table 2: Layers of Plot Maps

The Plot will be imported from available sources.

S.No.	Layer	Attributes	Source of Data*
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1.	Plot Boundaries	ID, Sector No, Block Number, Plot size, Allotment Number, Allotment status, Due date of lease, Actual date of execution of lease, Time Allowed for construction up to., Construction status, Set Back status as per norms, Area statement as per permissible, Parking space, Completion certificate issue, Building plan attached, Building plan submitted, Building Plan approved, Connection status water, Connection Status sewer, litigation details, Grievance status, Property CESS, Height (Number of Floors), etc.	To be provided by BIDA.
2	Block Boundaries	ID, Name/ No., Development Status, Number of Plots	To be provided by BIDA.
3	Sector Boundaries	ID, Name/ No., Development Status, Number of Blocks	To be provided by BIDA.

Table 3: Layers of Utility Maps

The plot will be digitized imported from available sources and though subsequent ground survey if required.

S. No	Layer	Attributes	Source of Data*
1.	Water Lines	ID, Pipe No. Sector No. From –To, Length, Width, Design Pressure, Work Completion details (physical targets, financial)	To be provided by BIDA.
2	Water Treatment Plants	ID, Location, Area, Established date, Coverage, Capacity	To be provided by BIDA.
3.	Appurtenances	ID,Type, Sector No. Pipe No., Type, Diameter, Location	To be provided by BIDA.
4.	Water Hydrant	ID, Sector No. Pipe No., Type, Diameter, Location	To be provided by BIDA.
5.	Water Tanks	ID, Tank Name, Type, Location, Water Capacity	To be provided by BIDA.
6.	Sewage	ID, Pipe No. Sector No. From –To, Length, Width, Design Capacity, Work Completion details (physical targets, financial)	To be provided by BIDA.
7.	Man Holes	ID, Pipe No. Sector No., Location, Diameter	To be provided by BIDA.

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8	Sewage Treatment Plant	ID, Location, Area, Established date, Coverage, Capacity, Disposal	To be provided by BIDA.
9	SW Drains	ID, Pipe No., Sector No. From –To, Length, Width, Carrying Capacity, Work Completion details (physical targets, financial)	To be provided by BIDA.
10	Electricity Line/ Electrical Cable	ID, Line No., Sector No. From –To, Length, Work Completion details (physical targets, financial), Type	To be provided by BIDA.
11	Electrical pole	ID, Location,	To be provided by BIDA
12	Transformer	ID, Sector No. Plot No. transformer details	To be provided by BIDA.
13	Substations	ID, Substation No., Sector No. Capacity	To be provided by BIDA.
14	Work Circle of Electricity	ID, name/ no, jurisdiction, sector number, Area, person details	To be provided by BIDA.
15	Gas Network, Valve, Chamber	ID, Pipeline Number, From –to, Sector Covered, Plot Covered, ROW, Company name, Capacity, Flow	To be provided by BIDA.
16	Telecom Network	ID, Line No., Sector No. From –To, Length, Work Completion details (physical targets, financial), Operator	To be provided by BIDA.
17	Parking Facility	ID, Sector Number, Block No. Plot No., Location, Name, Timing, Managed By, Bays available, Capacity, Levels	To be provided by BIDA.

Table 4: Layers of Transportation Map (whichever applicable)

S no.	Layer	Attributes	Source of Data*
1	Roads	ID, Road No., Sector No. From –To, Length, Width, Pedestrian footpath, lanes, Type of Road, Work Completion details (physical targets, financial), Road Maintenance details, Encroachment details	To be provided by BIDA.
2	Road Junction	ID, Road No., Sector No. Junction Number, Attached Junction Design, Street Light Availability	To be provided by BIDA.
3	Metro Rail	ID, Route Name, From –To, Length, Work Completion details (physical targets, financial),	To be provided by BIDA.

4	Metro Station	ID, Route Number, Name, Location, Sector, Block, Parking availability	To be provided by BIDA.
5	Airport	ID, Name, Location, Sector, Block, runway, Parking availability	To be provided by BIDA.
5	Road Furniture	ID, Type (Bridge, Flyover, Underpass), Road number, Connecting to, Location, Status of Construction, Maintained by	To be provided by BIDA.
6	Cycle Track	ID, Road No., Sector No. From –To, Length, Width, Work Completion details (physical targets, financial), Date of Construction, Maintenance details, Encroachment	To be provided by BIDA.
7	Traffic Signal	ID, Location	To be provided by BIDA.
8	Traffic Island	ID, Location	To be provided by BIDA.

Table 5: Layers of Urban Services Maps

The plot will be digitized from satellite images and available sources (Layout Plans)

S. No	Layer	Attributes	Source of Data*
1	Location of Dustbins	ID, Dustbin No. Sector No., Block Number, Plot Number, Location, Type, Capacity, Scheduled cleaning, Maintained by	To be provided by BIDA.
2	Solid waste management	ID, Sector, Block, Area, Name, Beat details, Managed by, Number of bins, Vehicles, Available Sweepers.	To be provided by BIDA.
3	Education Institutes	ID, School Name. Sector No., Block Number, Plot Number, Government or Pvt., Hierarchy, Number of students, Location	To be provided by BIDA.
4	Health Centers	ID, Health Center Name. Sector No., Block Number, Plot Number, Private/Public, Bed Capacity, Location, Resources	To be provided by BIDA.
5	Stadium	ID, Location, Sector No., Block Number, Plot Number, Managed by, Phone, Sports	To be provided by BIDA.
6	Sports Complex	ID, Location, Sector No., Block Number, Plot Number, Managed by, Phone, Sports	To be provided by BIDA.
7	Bus Stops	ID, Bus Stop Number, Location, Sector No., Block Number, Bus routing to	To be provided by BIDA.

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8	Public Toilets	ID, Public toilet Number, Location, Sector No., Block Number, Operated by, Location	To be provided by BIDA.
9	Public Wi-Fi	ID, Location, Coverage, Sector No., Block Number, Plot Number, Provider	To be provided by BIDA.
10	Taxi Stand	ID, Location, Sector No., Block Number, Plot Number, Taxi Stand Operator Name and Telephone number	To be provided by BIDA.
11	Rickshaw Stand	ID, Location, Sector No., Block Number, Plot Number, Rickshaw Stand Operator Name and Telephone number, Number of Rickshaws	To be provided by BIDA.
12	Public Library	ID, Location, Sector No., Block Number, Plot Number, Timings	To be provided by BIDA.
13	Cultural Center	ID, Location, Sector No., Block Number, Plot Number, Timings, Managed by, Phone	To be provided by BIDA.
14	Recreation Center	ID, Location, Sector No., Block Number, Plot Number, Timings, Managed by, Phone, Type of recreation	To be provided by BIDA.
15	Signages	ID, name, type	To be provided by BIDA.

Table 6: Layers for disaster management

S. No	Layer	Attributes	Source of Data*
1	Police Stations/ Chowkis	ID, Police station/ Chowki Name/ No. Sector No., Block Number, Plot Number, Location	To be provided by BIDA.
2	Fire Services	ID, Fire Station Number, Location, Sector No., Block Number, Plot Number, Number of Fire Brigade Vehicles.	To be provided by BIDA.
3	Disaster Control Room	ID, Location, Sector, Block, Plot, Constructed, Facilities available, Resources Available, Phone Numbers, Headed by	To be provided by BIDA.

Table 7: Layers for Urban Greens

S. No	Layer	Attributes	Source of Data*
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1	Park	ID, Sector No., Block Number, Plot Number, Location, Name, Status of development, Area Covered, Timings, Boundary, Encroachment	To be provided by BIDA.
2	Playground	ID, Sector No., Block Number, Plot Number, Location, Name, Status of development, Area Covered, Boundary, Encroachment	To be provided by BIDA.
3	Garden	ID, Sector No., Block Number, Plot Number, Location, Name, Status of development, Area Covered, Encroachment	To be provided by BIDA.
4	Urban Forestry	ID, Sector No., Block Number, Plot Number, Location, Name, Status of development, Area Covered, Encroachment	To be provided by BIDA.

Table 8: Other Boundaries

S. No	Layer	Attributes	Source of Data*
1	District Boundary	ID, Name/ No	To be provided by BIDA.
2	Tehsil Boundary	ID, Name/ No	To be provided by BIDA.
3	Village Boundary	ID, Name/ No	To be provided by BIDA.
4	Zone Boundary	ID, Name/ No	To be provided by BIDA.
5	Ward Boundary	ID, Name/ No	To be provided by BIDA.
6	Legislative Assembly Boundary	ID, Name/ No	To be provided by BIDA.
7	Parliament constituency boundary	ID, Name/ No	To be provided by BIDA.
8	Panchayat Boundary	ID, Name/ No	To be provided by BIDA.
9	Police Jurisdiction Boundary	ID, Name/ No	To be provided by BIDA.
10	Departmental Boundary	ID, Name/ No	To be provided by BIDA.
11	Polling booth boundary/ locations	ID, Name/ No	To be provided by BIDA.
12	Sector Boundary	ID, Name/ No	To be provided by BIDA.

13	Colony boundary	ID, Name/ No	To be provided by BIDA.
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Table 9: Layers for Rural Areas

S No.	Layer	Attributes	Source of Data*
1.	Village Boundary	ID, Name/ No., District, Tehsil, Number of Parcels, Acquisition status, Development status, Disposal status.	To be provided by BIDA.
2.	Cadastral Information	ID , sector No., Sajra Name, No, Area as per Cadastral records, Area as per GIS, Ownership details, Mutation Details, Built Up details, Current use, Adhaar Card, Bank details of the owner,	To be provided by BIDA.
3.	Village roads	ID, Sajra Name, Road From and To, width, Type of road (Pucca and Kutcha), Width.	To be provided by BIDA.
4.	Land Acquisition Status	Acquisition status, Sanction Status, compensation status.	To be provided by BIDA.

Note: Here, “ * ” denotes: "BIDA is a greenfield authority operating with a well-defined master plan. Some of the data sources referenced above have been, or are expected to be, provided by BIDA in the future. As these data sources are subject to change over time, the System Integrator (SI) shall ensure that the system and software are designed with the flexibility to accommodate such changes, both during the contract period and beyond, as and when required or deemed necessary.

The SI will develop and deliver a Standard Operating Procedure (SoP) manual, outlining the process for incorporating and updating these data points within the software. This will enable BIDA's internal IT cell to independently manage future data integrations. The SI shall provide necessary support and assistance whenever requested by BIDA."

MIS data and OGC / REST API / Web services

Integration of other line department data (GIS / MIS) to be integrated using OGC / REST based API / Web services.

4 Qualification criteria

a. Pre-qualification criteria

The Bidders must carefully examine the below mentioned pre-qualification criteria. The Bidder has to meet all the criteria set out in this Clause to be eligible for evaluation. The Bidder shall fulfil the conditions as mentioned below:

#	Eligibility Conditions	Documentary proof to be submitted
1.	<p>a. The Bidder should be a Company registered under the Companies Act 1956 / 2013 or Partnership firm registered under the Indian Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008.</p> <p>b. The Applicant must have at least an office in India to run the business which is operational for a period of last 5 (five) years or more, from the date mentioned as PDD</p> <p>c. The Applicant must have a valid GST and Income-tax registration in India</p>	<p>a. Proof of incorporation / registration Proof of an office which is operational for a period of last 5 (five) years or more</p> <p>b. GST certificate</p> <p>c. PAN card</p>
2.	Financial Capacity: the bidder should have an average annual turnover of at least INR 10 Crore in the last three (3) financial years ending on 31 st March 2024 (FY2021-22, FY2022-23, FY 2023-24).	<p>a. Form 3</p> <p>b. Audited Financial statements from Statutory Auditor / CA with valid UDIN</p>
3.	The Bidder must have experience in designing, developing and implementing Enterprise GIS solutions for central / state government departments/ PSUs/ Banks/ Private Industrial parks/ townships etc with value 1 Cr., within the last 5 years preceding the date of publishing of this RFP.	<p>a. Form 2</p> <p>b. Work order/LOI/LOA/Contract Agreement</p> <p>c. Completion Certificate OR In case of on-going project: certificate from the CA, certifying more than 70% fee received.</p> <p>Note: The detailed scope of work/work done by firm must be explicitly stated in any documentary proof listed under above serial numbers b or c. In absence of this, the project will not be considered for evaluation.</p>
4.	The Bidder must have experience in spatial data management, mapping and analytics for central / state government departments/ PSUs/ Banks/ Private Industrial parks/ townships etc with value 25 Lakh, within the last 5 years preceding the date of publishing of this RFP.	<p>a. Form 2</p> <p>b. Work order/LOI/LOA/Contract Agreement</p> <p>c. Completion Certificate OR In case of on-going project: certificate from the CA, certifying more than 70% fee received.</p> <p>Note: The detailed scope of work/work done by firm must be explicitly stated in any documentary proof listed under above serial numbers b or c. In absence of this, the project will not be considered for evaluation.</p>

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5	The Bidder must have experience in designing, developing and implementing web/mobile application for central / state government departments/ PSUs/ Banks/ Private Industrial parks/ townships etc with value 1 Cr., within the last 5 years preceding the date of publishing of this RFP.	<p>a. Form 2</p> <p>b. Work order/LOI/LOA/Contract Agreement</p> <p>c. Completion Certificate OR In case of on-going project: certificate from the CA, certifying more than 70% fee received.</p> <p>Note: The detailed scope of work/work done by firm must be explicitly stated in any documentary proof listed under above serial numbers b or c. In absence of this, the project will not be considered for evaluation.</p>
6	The bidder should be an ISO 9001:2015 certified company /Firm	Valid ISO 9001:2015 certificate
7	The bidder should be a CMMI Level 3 or higher certified company or firm	Valid CMMI Level 3 or higher certificate
8	The Bidder should provide Manufacturer Authorization Certificate from the OEM for proposed Enterprise GIS software	OEM MAF mentioning tender name & number for proposed Enterprise GIS software
9	The Bidder should not have been blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.	Undertaking as per FORM 11 (The Bidder should not have been blacklisted)
10	Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.	Undertaking as per FORM 12 (Neither failed to perform on any agreement, or a judicial pronouncement or arbitration award against the Bidder)

Restrictions for Government owned Enterprises: Government-owned enterprises or institutions shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Contracting Authority

Restrictions for public employees: Government officials and civil servants are not eligible to be included as Experts in the Proposal.

b. Technical Evaluation criteria

The evaluation committee ("Evaluation Committee") appointed by the Client will carry out the evaluation of Proposals on the basis of the following evaluation criteria and points system. Each evaluated Proposal will be given a technical score (St) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

#	Criteria	Maximum Marks	Documents to be submitted
1	<p>Financial Capacity:</p> <p>Financial Capacity: the bidder should have an average annual turnover of at least INR 10 Crore in the last three (3) financial years ending on 31st March 2024 (FY2021-22, FY2022-23, FY 2023-24).</p> <p>a. Average annual turnover of INR 10 Crore – 05 marks</p> <p>b. For every additional 2 Crores – 1 mark (up to maximum of 5 marks)</p>	10	<p>a. Form 3</p> <p>b. Audited Financial statements from Statutory Auditor / CA with valid UDIN</p>
2	<p>The Bidder must have experience in designing, developing and implementing Enterprise GIS solutions for central / state government departments/ PSUs/ Banks/ Private Industrial parks/ townships etc with value 1 Cr., within the last 5 years preceding the date of publishing of this RFP.</p> <ul style="list-style-type: none"> 2.5 marks per project up to 10 marks 	10	<p>a. Form 2</p> <p>b. Work order/LOI/LOA/Contract Agreement</p> <p>c. Completion Certificate OR In case of on-going project: certificate from the CA, certifying more than 70% fee received.</p> <p>Note: The detailed scope of work/work done by firm must be explicitly stated in any documentary proof listed under above serial numbers b or c. In absence of this, the project will not be considered for evaluation.</p>

#	Criteria	Maximum Marks	Documents to be submitted
3	<p>The Bidder must have experience in spatial data management, mapping and analytics for central / state government departments/ PSUs/ Banks/ Private Industrial parks/ townships etc with value 25 Lakh, within the last 5 years preceding the date of publishing of this RFP.</p> <ul style="list-style-type: none"> 2.5 marks per project up to 5 marks 	5	<p>a. Form 2 b. Work order/LOI/LOA/Contract Agreement c. Completion Certificate OR In case of on-going project: certificate from the CA, certifying more than 70% fee received.</p> <p>Note: The detailed scope of work/work done by firm must be explicitly stated in any documentary proof listed under above serial numbers b or c. In absence of this, the project will not be considered for evaluation.</p>
4	<p>The Bidder must have experience in designing, developing and implementing web/mobile application for central / state government departments/ PSUs/ Banks/ Private Industrial parks/ townships etc with value 1 Cr., within the last 5 years preceding the date of publishing of this RFP.</p> <ul style="list-style-type: none"> 2.5 marks per project up to 5 marks 	5	<p>a. Form 2 b. Work order/LOI/LOA/Contract Agreement c. Completion Certificate OR In case of on-going project: certificate from the CA, certifying more than 70% fee received.</p> <p>Note: The detailed scope of work/work done by firm must be explicitly stated in any documentary proof listed under above serial numbers b or c. In absence of this, the project will not be considered for evaluation.</p>
5	CVs of key personnel shall be evaluated as Section 5: Team of Experts	45	CV as per Form 8 for more details refer below section – ' Team of Experts '
6	<p>Technical Presentation</p> <p>Understanding of the assignment (10 marks) Approach & Methodology (10 marks) Detailed Approach along with Methodology to deliver the assignment Project management : Innovative solution to implement wrt timelines provided in the RFP Solution inbuild capability for trending technology like BI, AI/ML, Low-Code / No Code and so on Work Plan (5 marks)</p>	25	<p>To be presented to the BIDA tender evaluation Committee.</p> <p>The SI is expected to include A&M in the proposal with not more than 20-25 pages</p>
	Total	100	

Minimum score of 60 marks is required in the evaluation process. Only those bids having minimum score would be eligible for opening of financial bids. All the firms which meet the minimum qualifying marks prescribed will stand technically qualified for consideration of their financial bids.

For Quality cum Cost based Selection (QCBS)

Under QCBS, the Technical Proposals will be allotted weightage of 70% while the Financial Proposals will be allotted weightages of 30%.

Proposal with the lowest cost shall be given a financial score of 100 and other proposals shall be given a financial score that are inversely proportional to their quoted prices.

The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.

Highest points basis: On the basis of the combined weighted score for quality and cost, the Bidder shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

As an example, the following procedure can be followed.

In a particular case of selection of SI, it was decided to have minimum qualifying marks for technical qualifications as 60 and the weightage of the technical bids and financial bids was kept as 70:30.

In response to the RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 75, 80 and 90 marks respectively. The minimum qualifying marks were 60. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal Evaluated cost:

A. Rs. 120

B. Rs. 100

C. Rs. 110

Using the formula $LEC \times 100 / EC$, where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals:

A: $100 \times 100 / 120 = 83$ points

B: $100 \times 100 / 100 = 100$ points

C: $100 \times 100 / 110 = 91$ points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A: $75 \times 0.70 + 83 \times 0.30 = 77.4$ points

Proposal B: $80 \times 0.70 + 100 \times 0.30 = 86$ points

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Proposal C: $90 \times 0.70 + 91 \times 0.30 = 90.3$ points

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 77.4 points H3

Proposal B: 86 points H2

Proposal C: 90.3 points H1

Proposal C at the evaluated cost of Rs. 110 was, therefore, declared as H1 (highest ranked) and recommended for negotiations/approval, to the competent authority.

5 Team of Experts

The Bidder must have a team of experts who can produce best quality and timely deliverables.

The minimum team of the Bidder must consist of the following personnel:

a. Key Experts

Experts and educational qualifications with scoring criteria	Max. Marks
1. Project Manager cum Senior Software/GIS Developer <ul style="list-style-type: none"> MBA/M.Tech/MSc-Geo-informatics with B.E./B.Tech/MCA/BCA – 1 Mark Total Experience <ul style="list-style-type: none"> Between 8 to 10 years - 1 Mark More than 10 years – 2 Marks Experience in development and implementation of IT/GIS systems for States/UTs/Central Government or its body – 1 Mark per project upto 5 Marks (<i>Projects with a duration of less than six months shall not be considered</i>) 	8
2. Senior GIS Developer <ul style="list-style-type: none"> MBA/M.Tech/MSc with specialization in GIS/Remote Sensing/Geo-informatics – 1 Mark Total Experience <ul style="list-style-type: none"> Between 6 to 8 years - 1 Mark More than 8 years – 2 Marks Experience in development of Enterprise GIS applications – 1 Mark per project upto 3 Marks (<i>Projects with a duration of less than six months shall not be considered</i>) Should have worked in at least 1 government project for States/UTs/Central Government or its body involving development of Enterprise GIS application – 1 Mark (<i>Projects with a duration of less than six months shall not be considered</i>) 	7
3. Senior Software Developer <ul style="list-style-type: none"> B.E./B.Tech (CS/IT)/MCA – 1 Mark Total Experience <ul style="list-style-type: none"> Between 6 to 8 years - 1 Mark More than 8 years – 2 Marks Experience in software application design & development – 1 Mark per project upto 3 Marks (<i>Projects with a duration of less than six months shall not be considered</i>) Should have worked in at least 1 government project for States/UTs/Central Government or its body involving software application design & development – 1 Mark (<i>Projects with a duration of less than six months shall not be considered</i>) 	7
4. Software cum Android-iOS Developer <ul style="list-style-type: none"> B.E./B.Tech (CS/IT)/MCA – 1 Mark Total Experience <ul style="list-style-type: none"> Between 5 to 7 years - 1 Mark More than 7 years – 2 Marks Experience in application development for Android/iOS - 1 Mark per project upto 3 Marks (<i>Projects with a duration of less than six months shall not be considered</i>) 	6

5. QA Lead - Tester <ul style="list-style-type: none"> • B.E./B.Tech (CS/IT)/MCA – 1 Mark • Total Experience <ul style="list-style-type: none"> ○ Between 5 to 7 years - 1 Mark ○ More than 7 years – 2 Marks • Experience in software testing – 1 Mark per project upto 3 Marks (<i>Projects with a duration of less than six months shall not be considered</i>) 	6
6. Solution Architect cum Database Administrator <ul style="list-style-type: none"> • B.E./B.Tech (CS/IT)/MCA – 1 Mark • Total Experience <ul style="list-style-type: none"> ○ Between 5 to 7 years - 1 Mark ○ More than 7 years – 2 Marks • Experience of Solution Architecture for IT Projects/e- governance implementation for States/UTs/Central Government or its body – 1 Mark per project upto 2 Marks (<i>Projects with a duration of less than six months shall not be considered</i>) • Experience of Integrating web services through API/SSO/ database handling & its optimization – 1 Mark 	6
7. Remote Sensing Analyst <ul style="list-style-type: none"> • MBA/M.Tech/MSc with specialization in GIS/Remote Sensing/Geo-informatics – 1 Mark • Total Experience <ul style="list-style-type: none"> ○ Between 3 to 5 years - 1 Mark ○ More than 5 years – 2 Marks • Experience of processing large scale Remote Sensing data for States/UTs/Central Government or its body - 1 Mark per project upto 2 Marks (<i>Projects with a duration of less than six months shall not be considered</i>) 	5

Note:

- Above table is only for the technical evaluation purpose. Bidder is expected to do due diligence on the scope of work and deploy all required experts and other supporting resources for the project.
- The above key staff and minimum experience proposed are mandatory with required educational qualification.
- Key personnel to be considered, only if they are full time employees of the company or Experts contracted by the Bidder for this assignment, and they should involve fully in the assignment and be available for all meetings that are related to this assignment/project.
- Freelance work or subcontracting or outsourcing or third party contractual will not be allowed. Relevant actions will taken in case it found otherwise. In addition, SI shall not subcontract critical components (like software development or satellite analytics) without prior written approval of BIDA.
- The entire 7-member team is expected to be deployed at BIDA immediately after 15 days of contract signing. They will remain deployed for six months or until the completion of Milestone 2, whichever is later. Upon completion of Milestone 2, a Project Manager cum Senior Software/GIS Developer will be deployed for a period of 3 years during the operation and maintenance phase.

6 Deliverables and payment milestones

The SI must provide detailed report and presentation of tasks, process, and findings at every milestone & activities along with as required submission listed in the following table. For closure of each milestone & activities, all the submissions by the SI must be approved and accepted by the Authority.

Milestone	Activities	Deliverables	Timeline	% Payment
	Project Kick Off	Minutes of Meeting	Day 0 (T1)	-
Milestone 1 (2 Months)	Requirement Study & To-Be Document for BIDA stakeholders, investors and citizens (Basic Functionalities & User specific Functionalities) Identification of GIS software requirement	To-Be Report Procurement requirement Report for GIS software, Cloud Servers, integration API's etc.	T1 + 7 days	-
	Procurement of GIS software (The GIS software shall be procured by bidder in the name of the Bundelkhand Industrial Development Authority.) Design Document for Integrated GIS, Remote Sensing, Land allotment & MIS application (Web & Mobile) for BIDA stakeholders, investors and citizens (Basic Functionalities & User specific Functionalities).	Procurement Report SRS & FRS of application UI / UX design, Database Design, HLD, LLD & Integration Approach and Methodology Document	T1 + 15 days	10% of project Cost

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	Development of Enterprise GIS Portal, Mobile App & Land allotment application. This includes basic functionalities for BIDA stakeholders, investors and citizens. This needs to have authorization-based data and functionalities access GIS/RS/MIS data integrations Satellite imagery integration Integration with other line department portal	Test Cases & Test Repots	T1 + 1 Month	-
	Deployment on Cloud Server and Go-Live for Milestone 1	User Acceptance report (UAT), Deployment on Cloud Server, Security Testing Report & Go-Live	T1 + 2 Months	20% of project Cost
	Capacity Building	Training documents, FAQ's, Training reports for BIDA stakeholders, investors and citizens	T1 + 2 Months	
Milestone 2 (4 Months)	Development of Enterprise GIS Portal & Mobile App user specific functionalities for BIDA stakeholders (Tools, Reports, Dashboard & Analytics) GIS/RS/MIS data integrations Satellite imagery integration Integration with other line department portal	Test Cases & Test Repots, User Acceptance report (UAT), Deployment on Cloud Server	T1 + 3 Months	10% of project Cost

Selection of System Integrator (SI) for designing and implementing the Enterprise GIS Solution integrated with Management Information System (MIS) of BIDA, Jhansi, Uttar Pradesh

	Development of Enterprise GIS Portal & Mobile App user specific functionalities for other line department users and investors (Tools, Reports, Dashboard & Analytics) GIS/RS/MIS data integrations Satellite imagery integration Integration with other line department portal	Test Cases & Test Repots, User Acceptance report (UAT), Deployment on Cloud Server	T1 + 3 Months	5% of project Cost
	Development of Enterprise GIS Portal & Mobile App user specific functionalities for citizens (Tools, Reports, Dashboard & Analytics) GIS/RS/MIS data integrations Satellite imagery integration Integration with other line department portal	Test Cases & Test Repots, User Acceptance report (UAT), Deployment on Cloud Server	T1 + 4 Months	5% of project Cost
	Go-Live for Milestone 2	Security Testing Report & Go-Live	T1 + 5 Months	25% of project Cost
	Capacity Building	Training documents, FAQ's, Training reports for BIDA stakeholders, investors and citizens	T1 + 6 Months	7% of project Cost
Milestone 3 (3 Years)	Operation & Maintenance	Monthly Reports – <ul style="list-style-type: none"> • SLA compliance report • Bug resolution report • Data & System Backup report • Upgrade Reports • Change Request (if required) 	3 Years from the go live date	Quarterly 1.5% of project cost (after deducting penalties as per SLA)

7 Standard forms – Technical proposal

Form 1	Proposal Submission Form
Form 2	Format for Eligible Projects
Form 3	Format for Average Annual Turnover of Applicant
Form 4	Format for Power of Attorney for Authorized representative
Form 5	Format of Bank Guarantee for Bid Security
Form 6	Description of Approach, Methodology and Work Plan for Performing the Assignment
Form 7	Team Composition and Task Assignments
Form 8	Curriculum Vitae (CV) for Proposed Professional Staff (with one page of summary of experience)
Form 9	Staffing Schedule
Form 10	Work Schedule
Form 11	Declaration of not being barred
Form 12	Declaration

Form 1: Proposal Submission Form

(To be printed on Letter Head)

[Location, Date]

To
CEO,
Bundelkhand Industrial Development Authority
First floor, Block A,
Kisan Bazaar, Talpura, Jhansi, Uttar Pradesh

RFP [Name] [Dated]

Dear Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [Applicant Name]

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFP.

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

Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the SI, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
1. This statement is made for the express purpose of appointment as the SI for the aforesaid Project.
2. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. We declare that:
6. We have examined and have no reservations to the RFP, including any Addendum issued by the Authority.

7. We do not have any conflict of interest in accordance with the terms of the RFP;
8. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
9. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
10. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the SI, without incurring any liability to the Applicants.
11. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the services for the Project or which relates to a grave offence that outrages the moral sense of the community.
12. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ CUM RFP.
13. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/Managers/ employees.
14. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of SI or in connection with the selection process itself in respect of the above-mentioned Project.
15. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
16. In the event of our being selected as SI, we agree to enter into a Contract in accordance with the contract prescribed in the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
17. We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by Client or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.
18. This complete Proposal in all aspects shall be binding on us.

19. We agree and undertake to abide by all the terms and conditions of the RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name & Address of Firm:

Email Address:

Contact no:

(Name and seal of the Applicant/ Member in Charge)

Form 2: Format for Eligible Projects

[Using the format below, provide information on each assignment for which your firm was legally contracted as an entity for similar services to the ones requested under this assignment.]

- Completion Certificate project authority or Partial Completion Certificate from project authority or certificate from a Chartered Accountant (CA), confirming receipt of more than 70% of the project fees, in case of ongoing projects shall be evaluated only.

Assignment Name and project cost:	Approx. value of the contract (in INR in Crore):
Country & location:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR in Crore):
Start Date (Month/Year): Completion Date (Month/Year):	No. of professional staff – months provided
Name of Lead Partner:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Name of Associated Consultants, If any:	
Narrative Description of Project: (highlight project capital cost in the narration)	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

Authorized Signature:

Form 3: Format for Average Annual Turnover of Applicant

Average Annual Turnover of Applicant		
Sr.	Financial Years	Revenue from SI Services (INR)
1.	FY 2021-22	
2.	FY 2022-23	
3.	FY 2023-24	
4.	Average Annual Turnover of Applicant	

Name of Authorized Signatory:

Designation:

Name of firm:

Signature of Authorized Signatory:

Seal of Audit firm:

UDIN:

Form 4: Format for Power of Attorney for Authorized representative

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as SI for [name of assignment], to be developed by Bundelkhand Industrial Development Authority (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until the entering into of the Contract with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in 'yyyy' format].

For [name and registered address of organization]

[Signature]

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]
2. [Signature, name and address of witness]

Accepted

Signature]

[Name]

[Designation]

[Address]

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.*
2. *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person*

executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

- 3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

Form 5: Format of Bank Guarantee for Bid Security

BG No.

Date:

1. In consideration of you, Bundelkhand Industrial Development Authority, having its registered office at '*Bundelkhand Industrial Development Authority, First floor, Block A, Kisan Bazaar, Talpura, Jhansi, Uttar Pradesh, India*' (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of [Name of company], a company registered under the Companies Act, 1956 and having its registered office at [registered address of company], [name of company] and [name of company] (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as SI for [name of assignment] (hereinafter referred to as the "Agency") pursuant to the RFP Document dated [date] issued in respect of the services and other related documents including without limitation the draft contract for services (hereinafter collectively referred to as "RFP Documents"), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of relevant clause of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP Document.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Proposal Due Date and a further claim period of thirty (30)

days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by [name of bank]

Selection of System Integrator (SI) for designing and implementing the Enterprise GIS Solution integrated with Management Information System (MIS) of BIDA, Jhansi, Uttar Pradesh

By the hand of Mr. /Ms. [name], it's [designation] and authorised official.

(Signature of the Authorised Signatory) (Official Seal)

Notes:

- The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Form 6: Description of Approach, Methodology and Work Plan for Performing the Assignment

Project Management and Technical approach with methodology and work plan are key components of the Technical Proposal. The Bidder is suggested to present its Technical Proposal divided into the following chapters:

- a) Project Management Approach
 - b) Technical Approach and Methodology,
 - c) Work Plan, and
 - d) Organization and Staffing.
- **Project Management Approach:** In this section the SI shall explain its overall philosophy with project management, the systems, tools and processes used to manage the cost and schedule. Specifically, the SI must describe how it will implement the GIS application as required in Terms of Reference.
 - **Technical Approach and Methodology:** In this chapter the SI explain the understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The SI should also explain the proposed methodologies to execute the assignment.
 - **Work Plan:** In this chapter the SI 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 project. The proposed work plan should be consistent with the project management and technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final deliverable should be included here. The work plan should be consistent with the Work Schedule of Form below.
 - **Organization and Staffing:** In this chapter the SI should propose the structure and composition of the proposed team. The SI should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

Form 7: Team Composition and Task Assignments

Key Professional Staff				
Name of Staff	Firm	Area of expertise	Position Assigned	Task Assigned

Support Staff				
Name of Staff	Firm	Area of expertise	Position Assigned	Task Assigned

** The Key Personnel proposed above should be stationed at the client location and be available for presentations/ discussions /meetings with the Client, State Government etc*

Form 8: Curriculum Vitae (CV) for Proposed Professional Staff

	Proposed position				
	Name of firm				
	Name of Staff				
	Date of Birth				
	Nationality				
	Education		[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]		
	Membership of Professional Organizations				
	Training & Publications		Indicate significant training since education degrees (under 5) were obtained		
	Countries of Work Experience		List countries where staff has worked in the last ten years		
	Languages	Language	Proficiency (good/ fair/ poor)		
			Speaking	Reading	Writing
		English			
	Employment record (starting with present position, list in reverse order every employment held by staff member since graduation)		Name of Organization	Position held	Duration YYYY to present
	Details of tasks assigned				
	Work Undertaken that Best Illustrates Capability to Handle tasks assigned.		[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the task assigned: Year: Location: Client: Main project features: Positions held: Activities performed:]		
	Certification		I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may		

Selection of System Integrator (SI) for designing and implementing the Enterprise GIS Solution integrated with Management Information System (MIS) of BIDA, Jhansi, Uttar Pradesh

		lead to my disqualification or dismissal, if engaged.
	Signature	Signature
	Date (DD/MM/YYYY):	Date (DD/MM/YYYY):
	Name of staff member:	Name of Authorized Signatory:

Form 9: Staffing Schedule

	Name of support staff	M1	M2	M3	M4	M5	M6	n	(months)
	Total								

Form 11: Declaration of not being barred

Declaration for not being barred by the Central Government, any State Government, a statutory authority or a public sector

Declaration Letter for “<insert name of the RFP>”

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has not been barred or blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking, Multilateral/Bilateral banks as the case may be, from participating in any project during the past 5 (Five) years, and the bar subsists as on the date of the Proposal Due Date

Sincerely,

(Signature of the Authorized Person)

(Seal and stamp of the Organisation)

Name:

Designation:

Form 12 - Declaration

Declaration that, during the last three years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.

Declaration Letter for “<insert name of the RFP>”

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

8 Standard Forms- Financial Proposal

Form 13 - Summary of total project cost (Development & Operation-Maintenance)

The information shall be supplied in the excel sheet provided in the downloaded BoQ along with the RFP

S. No	Item	Amount in words	Amount in figures Cost (INR)
1	Total Project Cost (Excluding GST) - (Financial proposal)		
2	Cloud Server & its management for 3 years (excluding GST)		

GST would be payable at the applicable rates as may be in force from time to time. All cost associated with the assignment should be quoted only in Indian National Rupees (INR).

All payments will be done to SI by the Client (BIDA) only in Indian National Rupees.

Note:

- 1) Only the cost mentioned in S. No. 1 will be considered for QCBS financial evaluation. The bidder is expected to enter this cost on the GeM portal as the quoted cost under S. No. 1.
- 2) Bidder is also expected to fill the minimum tentative market cost for cloud hosting also (S.No 2. However, BIDA shall reimburse the hosting charges on actuals as approved rate by Govt. entity. The bidder shall No extra cost shall be paid to the SI other than the mentioned in the Financial proposal.
- 3) All staff cost, lodging boarding of the team, traveling etc shall be assumed part of the proposal and no separate payment shall be provided to the SI.

9. General Conditions of Contract

a. General provisions

Definitions

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

- a. "Applicable Law" means the all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time;
- b. "Affiliate" means, with respect to any Party, any other entity that, directly or indirectly: (a) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and "Control" with respect to any person, shall mean:
 - (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than 50%; and the terms "Controlling" and "Controlled by" shall be construed accordingly;
- c. "Client" means the Party named in the Contract, herein referred as Bundelkhand Industrial Development Authority (BIDA), who employs the SI;
- d. "System Integrator" or "SI" means the party named in the Contract, who is employed by the Client to perform the Services;
- e. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) constitute a part, together with all other documents listed in this signed Contract;
- f. "Contract Price" means the price to be paid for the performance of the Services;
- g. "GCC" means the General Conditions of Contract;
- h. "Government" means the Government of Uttar Pradesh;
- i. "Local Currency" means the currency of the Government;
- j. "Material Adverse Effect" means material adverse effect on (a) the ability of the SI to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;
- k. Master Services Agreement (MSA) shall mean the same as "contract";
- l. "Party" means the Client or BIDA used interchangeably or the SI, as the case may be, and Parties means both of them;
- m. "Performance Security" shall mean the irrevocable and unconditional bank guarantee provided by the SI from a scheduled Indian bank as guarantee for the performance of its obligations in respect of the Contract;
- n. "Personnel" means persons hired by the SI as employees and assigned to the performance of the Services or any part thereof;
- o. "Project" means "Selection of System Integrator (SI) for designing and implementing the Enterprise GIS Solution integrated with Management Information System (MIS) of Bundelkhand Industrial Development Authority (BIDA), Jhansi, Uttar Pradesh";
- p. "SC" means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented;

- l) "Services" means the work to be performed by the SI pursuant to this Contract as described in TOR;
- m) "Sub-contract" means any entity to which the SI subcontract any part of the Services in accordance with the provisions of this contract;
- n) "Work Order" means a specific directive or order to perform a defined scope for a defined duration and fee
- o) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- p) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among SI (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and shall be subject to the jurisdiction of the Courts at Lucknow.

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

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

Location: Office of BIDA, Jhansi or as the Client may approve.

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 SI may be taken or executed by the officials in the SC.

Taxes and Duties: Unless otherwise specified in the SC, the SI and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

The Client shall be entitled to deduct any Taxes required to be deducted at source under Applicable Law from any payments to be made by it to the SI. Further, in the event that the Client receives notification or assessment of any Taxes (whether as an agent, or in substitution of the SI, any Sub-contracts or its Personnel, servants, agents or otherwise) in respect of or arising out of the performance of the SI's obligations under this Agreement which remain outstanding, the Client shall notify the SI of the same and the SI shall promptly take all necessary action for settlement and/or any other lawful disposal of such notification or assessment. Furthermore, the SI shall pay forthwith on demand to the Client all costs including fines and penalties, which the Client may incur as a result of:

the Client having been required by any governmental authority to pay any Taxes which the SI is liable to bear hereunder; or

any cost actually sustained by the Client for failure by the SI to pay any Taxes for which it is responsible under this Contract.

Interpretation: In the Contract, unless the context otherwise requires:

The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.

A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated, novated or replaced, from time to time.

A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be.

A reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to

Where a word or phrase has a defined meaning, any other part of speech or /grammatical form in respect of the word or phrase has a corresponding meaning. The words 'include' and 'including' are to be construed without limitation. The terms 'herein', 'hereof', 'hereto', 'hereunder' and words of similar purport refer to the Contract as a whole. Where a wider construction is possible, the words 'other' and 'otherwise' shall not be construed ejusdem generis with any foregoing words.

In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract.

Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.

The rule of interpretation which requires that a Contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract.

References to a person (or to a word importing a person) shall be construed so as to include:

- a) Individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);
- b) That person's successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and
- c) References to a person's representatives shall be to its officers, Personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives.

b. Commencement, completion, modification and termination of contract

Effectiveness of Contract: This Contract shall come into effect on the date the Contract is signed by both the Parties, or such other date as may be stated as per SC.

Commencement of Services: The SI shall commence the Services from 15th (fifteen) day of effectiveness of the Contract or any date prior to that, notified by the Client.

Expiration of Contract: Unless terminated earlier pursuant to relevant clauses in this contract 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 as shall be specified in the SC.

Modification: Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

Force Majeure

1. Definition: 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 under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.
2. No Breach of Contract: The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:
 - a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
 - b) has informed the other party as soon as possible about the occurrence of such an event.
 - c) the dates of commencement and estimated cessation of such event of Force Majeure; and
 - d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.

3. The Parties agree that neither Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.
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.
5. Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the SI shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

c. Termination

By the client: The Client may terminate this Contract, by not less than sixty (60) written notice of termination to the SI, to be given after the occurrence of any of the events specified in this clause:

- a) if the SI do not remedy a failure in the performance of their obligations under the Contract, within a period of sixty (60) days, after being notified or within such further period as the Client may have subsequently approved in writing;
- b) within sixty (60) days, if the SI become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the SI are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- d) within sixty (60) days, if the SI fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- e) within sixty (60) days, if the SI submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the SI places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;
- f) within sixty (60) days, if the SI, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
- g) if the Client, in its sole discretion and for any reason whatsoever, within a period of sixty (60) days' decides to terminate this Contract.

By the SI: The SI may terminate this Contract, by not less than sixty (60) days day's' written notice to the Client, such notice to be given after the occurrence of the events specified in this clause:

1. if the Client fails to pay any money due to the SI pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within sixty (60) days after receiving written notice from the SI that such payment is overdue; or
2. if, as the result of Force Majeure, the SI are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
3. If SI misses 3 consecutive milestones, the contract may be re-evaluated or terminated.

Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause 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 relevant clause hereof, (iii) the **SI**'s obligation to permit inspection, copying and auditing of their accounts and records (iv) the rights of indemnity of the Client specified in clause 9 and (v) any right which a Party may have under the Applicable Law.

Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the SI 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 SI and equipment and materials furnished by the Client, the SI shall handover all project documents under procedure described in this contract.

Payment upon termination: Upon termination of this Contract, the Client will make the following payments to the SI's:

- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
- b) If the Contract is terminated pursuant to Clause 9(c)(i) a), b), d), e) or f), the SI shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The SI will be required to pay any such liquidated damages to Client within 30 days of termination date.

Disputes about Events of Termination: If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

d. Obligations of the SI

General: The SI 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 methods. The SI 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- consultants or third parties.

Conflict of interest

1. Any breach of an obligation under Clause 9(d)(2) shall constitute a conflict of interest ("Conflict of Interest"). The SI shall comply and Affiliates of the foregoing comply with the provisions of Clause 9(d) and any breach of such an obligation shall constitute an event of default by the SI for the purposes of this Contract. The SI shall promptly disclose any Conflict of Interest to the Client. For the avoidance of doubt, the SI agrees that a disclosure of any Conflict of Interest shall not in any manner whatsoever be deemed to cure such Conflict of Interest.
2. SI Not to Benefit from Commissions, Discounts, etc.: The remuneration of the SI pursuant to relevant clauses hereof shall constitute the SI's sole remuneration in connection with this Contract or the Services, and the SIs shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the SI shall use their best efforts to ensure that the Personnel, any Sub- contractors and agents of either of them, similarly shall not receive any such additional remuneration.
3. SI and Affiliates Not to Engage in Certain Activities: The SIs agree that, during the term of this Contract and after its termination, the SI, OEM and their affiliates, as well as any Sub-contract and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.

Prohibition of Conflicting Activities: Neither the SI nor the OEM nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

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

b) after the termination of this Contract, such other activities as may be specified in the SC.

Confidentiality: The SIs, their OEM, 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 relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client. The decision on the status of confidentiality of any information will rest with BIDA.

SI's Actions Requiring Client's Prior Approval: The SI shall obtain the Client's prior approval in writing before taking any of the following actions:

a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the sub-contract and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, (ii) that the SI shall remain fully liable for the performance of the Services by the Sub contracting agency and its Personnel pursuant to this Contract, (iii) that the extent of sub-contracting **would be restricted to Conducting survey/ drone Surveys**, No other work can be sub-contracted, in any condition. Prior permission with all relevant details of the sub-contractor(s) has to be sought from BIDA., and (iv) the Client will be provided by the SI with particulars (name, financial & technical background, sub-consultancy fee) of the sub-contracting agency upon the request of BIDA.

b) appointing such members of the Personnel, as are not mentioned in the Technical Proposal, and

c) any other action that may be specified in the SC.

Reporting Obligations: The SI shall submit to the Client the reports, deliverables and documents specified in TOR, in the numbers, and within the periods set forth in this contract.

Documents Prepared by the SI to be the Property of the Client: All plans, drawings, specifications, designs, reports, other documents, Licenses and software submitted by the SIs pursuant to this contract shall become and remain the property of the Client, and the SI shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The SI may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

Liability of the SIs: Subject to additional provisions, if any, set forth in the SC, the SI' liability under this Contract shall be as provided by the Applicable Law.

(xi). **Insurance to be taken out by the SI:** The SI (i) shall take out and maintain, and shall cause any Sub contract to take out and maintain, at their (or the Sub contract', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the SI shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. (iii) if the SI fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will apart from having other recourse available under this Contract have the option without prejudice to the obligations of the SI, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the SI, and the SI shall be liable to pay such amounts on demand by the Client. (iv) the insurance policies so procured shall mention the Client as the beneficiary of the SI and the SI shall procure an undertaking from the insurance company in this regard.

e. SI' personnel

Description of Personnel

1. The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the SIs' core team are described in this contract. The core team are hereby approved by the Client. If additional work is required beyond the scope of the Services specified in TOR, the level of effort and/or staff assigned may be increased by agreement in writing between the Client and the SI

Removal and/or Replacement of Key Personnel

2. The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health, resignations or reason beyond SI control.
3. If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the SI's shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

Note- Exceptional cases may be given some relief, as decided by BIDA, on the discretion of the CEO, BIDA.

f. Obligations of the client

1. Assistance and Exemptions: Unless otherwise specified in the SC, the Client will use its best efforts to ensure that the Government will provide the SI's, Sub-contractors and Personnel with work permits and such other documents as necessary to enable the SI's, Sub contractors or Personnel to perform the Services:
2. assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
3. facilitate prompt clearance through customs of any property required for the Services;
4. issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
5. Access to land: The Client warrants that the SI's shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services.

g. Payments to the SI

1. Payment terms: The SI's total remuneration including out of pocket expenses, Staff cost, license cost, hosting charges etc shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the SI in carrying out the Services. In addition to these, any conditions mentioned in the SC shall also be applicable to this contract.
2. Subject to submission of tax invoice by the SI, the client will release payment against a particular milestone as mentioned in the RFP within 60 days from the date of formally submission of the report (hard copy) upon satisfactory acceptance by BIDA.
3. Currency: The price is payable in local currency i.e. Indian Rupees.
4. Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this contract.

h. Settlement of disputes

1. Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
2. Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Contract that 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 in accordance with the provision specified in the SC.

i. Responsibility for accuracy of project documents

General

1. The SI shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The SI will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations, Software implementation, O&M etc. if required during the execution of the Services.
2. The SI shall be fully responsible for the project execution.

j. Liquidated damages

If the selected SI fails to complete the Assignment, within the period specified under the contract, the SI shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 0.5% of the contract fees for each week of delay for each milestone. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 5% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.

k. Representation, warranties and disclaimer

The SI represents and warrants to the Client that:

it is duly recognize, validly existing and in good standing under the applicable laws of its Country;

it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby;

it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;

it has the financial standing and capacity to undertake the Project;

this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

it is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;

there are no actions, suits, proceedings, or investigations pending or, to the SI's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the SI under this Contract or materially affect the discharge by the SI of its obligations under the Contract.

no representation or warranty by the SI contained herein or in any other document furnished by it to the Client contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and

no sums, in cash or kind, have been paid or will be paid, by or on behalf of the SI, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of the Client in connection therewith.

l. Miscellaneous

Assignment and Charges

The Contract shall not be assigned by the SI save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever.

The Client is entitled to assign any rights, interests and obligations under this Contract to third parties.

Indemnity: The SI agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the SI of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the SI including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the SI of the commencement thereof; provided, however, that the omission so to notify shall not relieve the SI from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.

Governing Law and Jurisdiction: The Contract shall be construed and interpreted in accordance with and governed by the Applicable Law of India and subject to relevant clauses hereof and the SC, the Courts at Lucknow, India shall have jurisdiction over all matters arising out of or relating to the Contract.

Waiver

1. Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under the Contract:
 - a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;
 - b) shall not be effective unless it is in writing and executed by a duly recognized representative of such Party; and
 - c) shall not affect the validity or enforceability of the Contract in any manner.
2. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.

Survival: Termination of the Contract (a) shall not relieve the SI or the Client of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

Notices: Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, 112ecognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by 112ecognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

Severability: If for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.

No Partnership: Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

Language: All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to the Contract shall be in the language specified the SC.

Exclusion of Implied Warranties etc.: The Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in the Contract.

Agreement to Override Other Agreements: The Contract supersedes all previous agreements or arrangements between the Parties, including any memorandum of understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.

Counterparts: The Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the Contract.

m. Limitation of the SI's Liability towards the Client

(a) Except in case of negligence or willful misconduct on the part of the SI's or on the part of any person or firm acting on behalf of the SI's in carrying out the Services, the SI's, with respect to damage caused by the SI's to the Client's property, shall not be liable to the Client:

(i) for any indirect or consequential loss or damage; and

(ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the SI's hereunder, or (ii) the proceeds the SI's may be entitled to receive from any insurance maintained by the SI's to cover such a liability, whichever of (i) or (ii) is higher.

(b) This limitation of liability shall not affect the SI's liability, if any, for damage to Third Parties caused by the SI's or any person or firm acting on behalf of the SI's in carrying out the Services.

(c) SI's liability shall be capped at 2X of total contract value, except in cases of fraud, gross negligence, data breach, or IPR infringement, where liability shall be unlimited.

(d) Any insurance proceeds received by SI on behalf of the project shall be passed on to BIDA within 15 days.

n. Dispute settlement:

If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this Contract, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be Lucknow and the arbitration shall be conducted in the English language within 6 months of formation. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

o. Additional clauses:

1. Data & IP ownership: "All data, configurations, and system source code generated under this contract shall be the sole property of BIDA."
2. Exit Management Clause: "The SI shall support complete data handover, staff transition, and documentation closure for a period of 90 days post-termination."
3. Step-in Rights: "In case of breach, BIDA may appoint alternate vendors or internal staff to take over project components, using project assets without additional license/fees. Also in the event of termination or delay by SI, BIDA shall have the right to step in' and take over the work directly or through a third party, using project assets, data, and licenses already delivered."
4. Performance SLA Clause: System downtime must not exceed 1% per month. SI shall ensure 99% monthly uptime and may be penalized otherwise @0.5 % of operation & maintenance cost, up to 5%.
5. Penalty for Frequent Staff Replacement: More than 2 replacements of key staff within 6 months without valid reason, BIDA may impose a penalty of 2 lakhs per replacement to discourage excessive churn."
6. Cyber security and data breach liability: Any breach of BIDA's systems or unauthorized data exposure caused by SI shall result in full indemnification and possible criminal liability.

7. Mandatory Minimum Deployment Periods: "Key personnel must remain assigned to the project for a minimum of 6 months unless otherwise agreed by BIDA."
8. Performance Review Clause: "BIDA reserves the right to conduct quarterly performance reviews of SI personnel and demand corrective actions, including role reassignments, where needed."
9. Onboarding Delay Clause: "Failure to approved personnel onboard within 15 working days of project start date may attract a penalty of 5,000 per day, per vacant position."
10. Liquidated Damages for Delays (Strengthening Clause): "In addition to termination, delays in milestone delivery shall attract liquidated damages @ 0.5% of contract value per week, up to 5%."
11. IPR Transfer Clause: "Upon termination, all intellectual property, source code, configurations, and data created for BIDA shall be transferred without any further cost or condition."
12. Security clause: "SI shall ensure compliance with Indian data protection norms (e.g., IT Act 2000, CERT-In guidelines). BIDA reserves the right to audit data security infrastructure."
13. Third-Party Audit Rights: "BIDA reserves the right to appoint third-party auditors/consultant/Committee/Technical support Unit to inspect, audit, or verify the performance, security, and compliance and overall monitoring of the project against the specified Terms and conditions along with ToR."