

Request for Proposal

RFP No: 001/01/DILRMP/LR&DMD/2025

Selection of Firm for Establishment of Ground Control Points, Geo-Referencing, Digitization & Updation of Cadastral Maps from Satellite Imagery & Resurvey by DGPS/ETS & Development of WebGIS & Dashboard

SIKKIM GEO-TECH SOCIETY

Department of Land Revenue & Disaster Management, Government of Sikkim

DILRMP, E-GOV & GIS cell, LRD&MD,

SITCO Building, Deorali, Gangtok, Sikkim-737102

Phone No: 03592 280044



DISCLAIMER

This Request for Proposal (RFP) is issued by the Programme Director on behalf of the Sikkim Geo-Tech Society, an autonomous body under Land Revenue & Disaster Management Department. Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither Sikkim Geo-Tech Society nor Land Revenue & Disaster Management Department nor any of its officers or employees, nor any of the advisors nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed governance project, or makes any representation or warranty, expressed or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisors and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of the Sikkim Geo-Tech Society. It does not and does not purport to contain all the information that a recipient may require for the purposes of deciding for participation in this process. Neither Sikkim Geo-Tech Society nor Land Revenue & Disaster Management Department nor any of its officers, employees nor any of its advisors nor consultants undertakes to provide any party with access to update the information in this RFP or to correct any inaccuracies therein which may become apparent. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into this proposed e-Governance Project, the regulatory regime which applies thereto and by and all matters pertinent to this project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to this project.

This RFP includes certain statements, estimates, projections, targets and forecasts with respect to this e-Governance Project. Such statements, estimates, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of the Department which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on us, a promise, representation or warranty.

Sikkim Geo-Tech Society shall be the sole and final authority with respect to qualifying a panel of consultants through this RFP. The decision of the Society in qualifying a respondent into the panel of consultants who may bid in States/UTs shall be final and the Society reserves the right to reject any or all the bids without assigning any reason. The Sikkim Geo-Tech Society further reserves the right to negotiate with the qualifying agencies to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.

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1 SCHEDULE OF EVENTS

The following table provides information regarding the important dates of the bid process:

a)	Project	Selection of Firm for Establishment of Ground Control Points, Geo-Referencing, Digitization & Updation of Cadastral Maps from Satellite Imagery & Resurvey by DGPS/ETS & Development of WebGIS & Dashboard
b)	Bid inviting authority	Sikkim Geo-Tech Society, Land Revenue & Disaster Management Department, Government of Sikkim, SITCO complex, Deorali, Gangtok, Sikkim-737102
c)	Reference No. and publishing date of bid document	163/DILRMP/LR&DMD, 25.02.2025
d)	Contact person	Program Director, DILRMP, E-GOV & GIS cell, Land Revenue & Disaster Management Dept., Government of Sikkim, SITCO complex, Deorali, Gangtok, Sikkim-737102 Email id.: pd.dirlmp@sikkim.gov.in
e)	RFP documents Issue which will be available on the official website of the Department https:sikkimlrdm.gov.in and https:sikkim.gov.in	25.01.2025
f)	Last date for submission of written queries for clarifications on bid document	08.02.2025
g)	Last date & time for submission of bids	15.02.2025, 12:00 noon
h)	Cost of tender document Non- Refundable	Rs. 50,000 (Fifty thousand only) in the form of Bank Demand Draft from a Nationalized Bank or Scheduled Bank registered with Reserve Bank of India (RBI) in favour of "Programme Director, DILRMP", payable at Gangtok. The Bid Document Fee is non-refundable.

i)	Earnest Money Deposit (EMD)- Refundable	Rs. 20,00,000/- (Rupees Twenty Lakh only) in the form of a Demand Draft/ Bank Guarantee from a Nationalized Bank or Scheduled Bank registered with RBI in favour of "Programme Director, DILRMP" and payable at Gangtok. The validity of EMD is 90 days. The EMD will be refunded to the unsuccessful bidder after the completion of the bid process and will be retained of the successful bidder. Failure of the successful bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD.
j)	Performance Security Deposit	5% Pro rata basis
k)	Opening of Technical & Financial Bid	Technical bid opening date:17.02.2025 Financial bid opening date:24.02.2025
l)	Bid validity	180 days from the date of opening of Technical Bid
m)	Venue for submission and opening of bid	DILRMP, E-GOV & GIS cell, Land Revenue & Disaster Management Dept, Government of Sikkim, SITCO building, Deorali, Gangtok, Sikkim-737102

2 INSTRUCTION / GUIDELINES FOR SUBMISSION OF BIDS

2.1 Bid Submission Process

The bidder will submit the response to the present RFP in a single packet which should contain the following envelopes:

ENVELOPE-I: Pre-qualification of Bidder

With Bidders response, in an envelope duly super-scribed as 'Pre-qualification of Bidder' and clearly marked **"Selection of Firm for Establishment of Ground Control Points, Geo-Referencing, Digitization & Updation of Cadastral Maps from Satellite Imagery & Resurvey by DGPS/ETS & Development of WebGIS & Dashboard"** along-with Reference Number, Due Date and with the wordings **"DO NOT OPEN BEFORE DUE DATE"**.

ENVELOPE-II: Technical Bid

Technical offer (Hardcopy =1 original + 1 copy) +(1 Soft copy CD or DVD) + EMD + RFP fee of Rs.50,000 (if not already deposited) should be put in single sealed envelope clearly marked **"Selection of Firm for Establishment of Ground Control Points, Geo-Referencing, Digitization & Updation of Cadastral Maps from Satellite Imagery & Resurvey by DGPS/ETS & Development of WebGIS & Dashboard"** along-with Reference Number, Due Date and with the wordings **"DO NOT OPEN BEFORE DUE DATE"**.

ENVELOPE-III: Commercial Bid

The cover containing financial offer should be put in single sealed envelope clearly marked **"COMMERCIAL BID for Selection of Firm for Establishment of Ground Control Points, Geo-Referencing, Digitization & Updation of Cadastral Maps from Satellite Imagery & Resurvey by DGPS/ETS & Development of WebGIS & Dashboard"** along-with Reference Number, Due Date and with the wordings **"DO NOT OPEN BEFORE DUE DATE"**

2.2 Bid Related Meetings

- The bid-related meetings such as the Pre-Bid Meeting will be held online & Technical Presentation meetings will be held at the address mentioned as per the dates and Time mentioned in the Data Sheet.
- The authorized representatives of the company, who may choose to attend the bid-related meetings, may remain present as per the schedule mentioned.
- Only intended bidders will be allowed to attend bid-related meetings through online mode.
- The pre-bid meeting will be held on the date indicated in the data sheet to clarify issues, if any, raised by the prospective bidders.
- Bidders must submit their queries in writing before the pre-bid meeting date through email in format of excel or word with their intention to participate in the pre-bid meeting as well as in the bid. The online meeting link is to be shared to the interested bidder before the pre bid meeting date.
- The queries submitted in the following format only shall be considered for clarification.

SN	Page no & section no of the RFP	Clause of the RFP asking clarification	Clarification and suggested changes with justification
1			
2			
3			
4			

s

2.3 Earnest Money Deposit (EMD)

- The bidder shall furnish, as part of their bid, an Earnest Money Deposit (EMD) in the form of Demand Draft/ Bank Guarantee (Format available in Annexure XI) from a Nationalized Bank or Scheduled Bank registered with RBI in favour of “Programme Director, DILRMP” and payable at Gangtok.
- The validity of EMD is 90 days. The EMD will be refunded to the unsuccessful bidder after the completion of the bid process and will be retained for the successful bidder. Failure of the successful bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD.
- **Value of EMD = Rs. 20,00,000/- (Rupees Twenty Lakhs only).**
- The bid security would be forfeited in the event of any breach or non-performance of any of the following terms and conditions contained in the RFP:
 - i. if the Bidder withdraws its submitted Proposal after the last date of Bid submission
 - ii. if the Bidder refuses to accept the correction of errors in its Proposal; or
 - iii. if the Bidder, having been notified of the acceptance of its Proposal by the authority during the period of Proposal validity:
 - a. fails to accept the Lol within 7 days of the issuance of the same.
 - b. fails to sign or refuses to execute the Master Service Agreement in accordance with the terms and conditions of this Request for Proposal; or
 - c. fails or refuses to furnish the Performance Security, in accordance with the terms and conditions of this Request for Proposal; or
 - d. fails to comply with the Condition(s)/ Precedent as defined in the Request for Proposal document.

2.4 Technical Bid

- The Technical Bid document shall contain all possible information as required by the authority for technical evaluation as prescribed in this tender.
- Hence it is mandatory that the bidders read the entire tender document thoroughly to provide information as necessary and adequate to evaluate the proposals.
- The information sought from the bidders is given in the Document check list. The bidders are expected to provide the following information:
 1. Documents as required and mentioned in the Check list and annexures
 2. Technical Bid Letter
 3. General information about the Bidder
 4. Power-of-attorney granting the person signing the bid the right to bind the bidder as the ‘Constituted attorney of the Directorate’.

2.5 Financial bid

- The Financial bid shall be submitted for all the services mentioned in Terms of Reference (ToR) Section of the RFP documents.
- The Financial bid shall comprise of:
 1. Financial Bid format (Annexure – VII)

2.6 Bid Prices

- The bidder shall indicate prices according to the proforma prescribed in Annexure-VII of the tender document.
- Prices in any form or for any reason shall not be revealed in the technical bid or before opening the financial bid, failing which the bid shall be liable to be rejected.

2.7 Firm Price

- Prices quoted by the bidder must be all inclusive, firm and final, and shall not be subject to any escalation whatsoever during the period of the contract.
- Prices should indicate the price at site and should exclude all applicable taxes and duties on the supplied tendered materials.
- Attention of the bidder is invited to the terms and conditions of payment given in **Section 9.5** Payment Terms.

2.8 Validity of Bids

- All bids should remain valid for a period of **180 days (i.e., 6 months)** from the date of opening of Technical Bid and the Authority reserves the right to reject a bid valid for shorter than 6 months, considered non-responsive without any correspondence.
- In special circumstances, Authority may solicit extension of the period of validity from a Bidder. The request and the response thereto shall be made in writing (by Fax or E-mail). Acceptance of such a request during the offer is however optional to Bidders. The extension of the validity period by the Bidder shall be unconditional. A bidder granting extension of validity will not be permitted to modify its technical or financial bid.

2.9 Deadline for submission of proposals and late proposals

- Proposals must be submitted as specified in the tender no later than the time and date stipulated in the tender. Any Proposal received by the Authority after the deadline for submission of Proposals will be summarily rejected.

2.10 Bid Submission

Bidders are required to be submitted physically at the office of DILRMP, E-GOV & GIS cell, Land Revenue & Disaster Management Dept, Government of Sikkim, SITCO building, Deorali, Gangtok, Sikkim-737102 before the stipulated date and time.

2.11 Address for Correspondence

- The bidder shall designate the official mailing address, place, telephone number, fax number and e-mail address to which all correspondence shall be made by the Authority.
- The Authority will not be responsible for non-receipt of any communication sent by the bidder.

2.12 Opening of Bid

- The technical bids will be opened by the Authority on the specified date & time as mentioned in the Datasheet.
- The bidders' names, modifications, bid withdrawals and the presence or absence of the requisite bid security and such other details that the Authority at their discretion considers appropriate, will be intimated to the respective bidders.

2.13 Clarifications

- If deemed necessary, the Authority may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted.
- The Authority may, if so desired, ask the bidder to give a presentation for the purpose of clarifying the tender. Such a presentation shall be made by the bidder only. All expenses for this purpose, as also for the preparation of documents and other meetings, will be borne by the bidders.

2.14 Preliminary Examination

- The Authority will examine the bids to determine whether they are complete, whether the required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- A bid determined as not substantially responsive or as being conditional, will be rejected by the Authority and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- The Authority may, if necessary, waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.

2.15 Notification of Award

- Prior to the expiry of the period of bid validity, the Authority may notify the successful bidder(s) in writing by registered letter or fax or by email, that his bid has been accepted. The receipt of acceptance should be sent by the bidder in writing through email and through letter addressed to the Authority.
- The notification of the award will constitute the formation of the contract. Upon furnishing the performance security and signing of the contract by the successful bidder within the stipulated timeline, the Authority will promptly notify each unsuccessful bidder and will process to discharge the bid security.

2.16 Signing of Contract

- The Authority shall notify the successful bidder that the bid has been accepted. The successful bidder will be asked to prepare a contract document based on mutually agreed terms & conditions and will be signed on a mutually decided date but within 21 days of the issuance of the LoI.
- After the notification to the successful Bidder by way of a LoI, the Bidder must submit an acceptance of the LoI within 7 days. The successful Bidder shall furnish the Performance Guarantee and execute the Agreement with the Authority within 21 days from issue of LoI.
- If the successful bidder fails to furnish the Performance Guarantee and/or execute the Agreement within 21 days of issue of LoI and/or refuses to accept the LoI within 7 days or as specified, the

Authority reserves the right to forfeit the EMD and cancel the tender process and call for a fresh tender. The Authority also reserves the right to blacklist/debar the Bidder from participating in any future tender process of the Department.

- Notwithstanding anything to the contrary mentioned above, the Authority at its sole discretion shall have the right to extend the timelines for execution of Agreement on the request of the successful Bidder, provided the same is bona fide.

2.17 Concessions Permissible Under Statutes

- Bidder, while quoting against this tender, must take cognizance of all concessions permissible, if any, under the statutes and ensure the same is passed on to the Purchaser, failing which it will have to bear extra cost.
- In case Bidder does not avail itself of concessional rates of levies like customs duty, excise duty, sales tax, etc. the Authority will not take responsibility for this. However, the Authority may provide the necessary assistance, wherever possible, in this regard.

2.18 Taxes

- The Bidders shall fully familiarize themselves with the applicable domestic taxes (such as GST, income taxes, duties, fees, levies, etc.) on amounts payable by the Tendering Authority under the resultant Agreement. All such taxes must be included by Bidders in the financial proposal. (Bidder to find out applicable taxes for the components being proposed.)

2.19 Quantity Variation

- The quantities specified in this Request for Proposal (RFP) are estimates based on the best available information at the time of preparation. The actual quantities required for the survey and mapping work in Land Revenue & Disaster Management Department, Sikkim may vary due to unforeseen circumstances or administrative issues beyond the control of the successful bidder and the Authority.
- If the actual quantity of work to be performed differs from the quantities specified in the RFP, the following provisions shall apply:
 1. **Administrative Issues:** If the variance in quantity is due to administrative issues beyond the control of the SI and the Department, such as delays in approvals, permitting, or any other non-technical factors, the successful bidder shall notify the Department in writing as soon as the issue is identified.
 2. **Negotiation:** The Authority and the successful bidder shall enter good faith negotiations to determine a fair and reasonable adjustment to the contract price and timeline to accommodate the actual quantity of work to be performed as per the unit of rate & measurement of the actual quantity.

2.20 Performance Security Deposit

- Successful Bidder will have to furnish a Performance Security Deposit in the form of Bank Guarantee of 5% value of the order/contract within 15 days of issuance of Work Order/Letter of Intent (LOI). The format of the Bank Guarantee shall be as per the format given in Annexure VI of this RFP.
- Performance Security Bank Guarantee is provided against the work order value.
- The percentage of the bank guarantee is 5% of the total value.
- The validity of the guarantee is Contract Duration + 3 Months

- The Guarantee Claim Expiry Date is 1 year after the Guarantee Expiry Date.
- The EMD of the selected bidder will be returned after submission of the Performance Bank Guarantee and signing of the Contract by the selected bidder as per the Terms and Conditions of this RFP.
- If the Bidder fails to do the job or breaks the agreement and leaves before the completion of the job defined in the work order / agreement, the performance security deposit will be forfeited. The Authority also reserves the right to blacklist/debar the Bidder from participating in any future tender process of the Authority if the selected bidder fails to complete the job as per the specification mentioned in the tender to the satisfaction of the Authority or abandons the job prior to completion.
- The Bank account details of the Authority is given below –

Details of the Bank

Bank: Bank of Maharashtra

Branch: Gangtok

IFSC: MAHB0001506

Account No: 60428026878

2.21 Period of Agreement

- The period of the agreement shall start with the date of signing of the contract or effective date (if applicable) and end on the date of completion of the services mentioned in the delivery milestones of the project.

2.22 Quality Assurance

- The Authority reserves the right for discontinuation of the services at any time if the ordered work / job or services are found unsatisfactory or inferior in quality at any stage of the work or job.
- No payment will be made for the job/work, which is found to be inaccurate, unsatisfactory or incomplete. In case of recurrence of errors, the contract will be liable to be cancelled, and performance security deposit will be forfeited.
- Penal charges in the form of Liquidated Damages also may be imposed on the Bidder/ selected agency for losses incurred by the Authority due to failure on the part of the Agency to provide quality services / accomplish the assigned job.

2.23 Dispute Resolution

2.23.1 Mutual Discussions

- If any dispute or difference of any kind whatsoever (a "Dispute") arises between the Parties in connection with, or arising out of, this Agreement, the Parties within 30 days shall attempt to settle such Dispute in the first instance by mutual discussions between Client and Contractor.
- In case any dispute or difference arises in connection with this Terms of Agreement, the same shall be settled by mutual discussions between the Bidder/Agency/Successful Bidder and Department of Land Revenue & Disaster Management, Govt. of Sikkim. Any unresolved disputes persist, these would refer to a committee of the members of the Authority and officials of the

Bidder/Agency/Successful Bidder and the resolution of the committee would be final and binding on all the parties.

2.23.2 Arbitration

- Any and all disputes, controversies and conflict (“Disputes”) arising out of this Agreement between the Parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof.
- Prior to submitting the Disputes to arbitration, the Parties shall resolve to settle the Dispute/s through mutual negotiation and discussions.
- If the said Dispute/s are not settled within thirty (30) days of the arising thereof, the same shall finally be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof.
- The place of arbitration shall be in Gangtok, Sikkim only and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a sole arbitrator appointed as per the provisions of the Arbitration and Conciliation Act, 1996 or any amendments thereof.
- Any unresolved dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the scope, operation or effect of this Agreement or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by the Authority.
- The provisions of the Arbitration and Conciliation Act 1996 will be applicable, and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law.
- Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. Arbitration proceedings will be held at Gangtok, Sikkim.
- The arbitral award shall be in writing and shall be final and binding on each Party and shall be enforceable in any court of competent jurisdiction.
- None of the parties shall be entitled to commence or maintain any action in a court of law upon any Dispute arising out of or relating to or in connection with this Agreement (infringement of IPR excepted), except for the enforcement of arbitral award or as permitted under the Arbitration and Conciliation Act, 1996.

2.23.3 Continued Performance

- During the conduct of dispute resolution procedures, (a) the Parties shall continue to perform their respective obligations under this Agreement, and (b) no Party shall exercise any other remedies hereunder arising by virtue of the matters in dispute.

2.24 Force Majeure

- For the purposes of this RFP, “Force Majeure” means an event which is beyond the reasonable control of the Bidder, is not foreseeable, is unavoidable, and which makes a Bidder’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances.
- The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions,

due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

- The circumstances/events which may be considered as Force Majeure but not limited to,
 - a) War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
 - b) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion, and terrorist area.
 - c) Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de facto authority or ruler, or any other act or failure to act of any local state or national government authority.
 - d) Strike, sabotage, lockout, lockdown, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage of power supply epidemics, pandemics, quarantine and plague.
 - e) Earthquakes, landslides, volcanic activity, fire flood or inundation, tidal waves, typhoon or cyclone, hurricane, nuclear and pressure waves or other natural or physical disasters.
- Force Majeure shall not include-
 - a) any event which is caused by the negligence or intentional action of the Bidder or Bidder's Experts, or employees, nor
 - b) any event which a diligent Party could reasonably have been expected both to consider at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
 - c) Any insufficiency of funds or failure to make any payment required hereunder.
- The Party seeking to rely on Force Majeure shall promptly, within 7 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense with particulars detailed in writing to the other Party and shall demonstrate that it has taken and is taking all reasonable measures to mitigate the events of Force Majeure.
- In the event the Force Majeure substantially prevents, hinders or delays the Bidder's performance of Services necessary for project's implementation or the operation of Project's critical business functions for a period more than 7 days, the Bidding Authority may declare that an emergency exists. However, when the situation arising out of Force Majeure comes to an end in the assessment of Bidding Authority, the following conditions shall apply:
- Prior to commencement of operations: If the event of Force Majeure had occurred prior to commencement of operations, upon its coming to an end, the Bidder shall resume normal activities as per the Agreement immediately. The Bidding Authority, if it considers it necessary, may grant an extension of time to the Bidder for resuming normal activities as per Agreement. If the Bidder does not resume normal activities immediately or within the extended period, if any, granted by the Bidding Authority, the Bidding Authority will have the option to invoke the Performance Guarantee, and obtain substitute performance from a replacement Bidder at the cost of the current Bidder and/or terminate the Contract.
- Post commencement of operations: If Force Majeure had occurred post commencement of operations, upon its coming to an end, the Bidder shall resume normal services under the Agreement. The Bidding Authority, if he considers it necessary, may grant an extension of time to the Bidder for resuming normal services under Agreement. If normal services are not resumed immediately or within the extended time, the Bidding Authority, will have the option to invoke the Performance Guarantee and/or terminate the Agreement.

2.25 Bankruptcy

- If the agency becomes bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, the authority shall be at liberty to terminate the engagement forthwith without any notice in writing to the agency or to the liquidator or receiver or to any person in whom the agency may become vested and without any compensation to give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by the Authority.

2.26 Liquidated Damages

- During the execution of the project at any point of time if the bidder assesses that it will be unable to meet the agreed timeline to complete the scheduled task and/or submit the deliverables as per the scope of work due to any Force Majeure event or any other reason, it may submit a written request within 7 (Seven) days of the occurrence of such incident to the Authority giving detailed reason and justification thereof.
- The authority, after careful consideration of the submitted reasons and justification may extend the timeline for the completion of the task and/or submission of the delivery with or without liquidated damages. The Bidding Authority shall be entitled to impose liquidated damages as described below except in case of a Force Majeure event or for reasons beyond the control of the Bidder. The bidding Authority has the liberty to assess whether the reasons submitted by the bidder are owing to events beyond the control of the bidder or not.
- If the Agency fails to deliver the services ordered thereof within the period fixed for such a delivery, or on account of inaccuracies in the work carried out, the Authority shall have the right to claim a penalty. As this project is a time-bound project being implemented by this Directorate, the delivery schedule given by the Authority should be scrupulously observed.
- If the Agency fails to complete the work or job within the contracted time, he shall, without prejudice to any other right or remedy available under the Law, on account of such breach, pay the agreed compensation to this Directorate. the amount calculated at the rate stipulated below.
- Penalties for the delay may be imposed in the following manner.
 - For a delay of every 60 days for any activity milestone, a penalty of 0.5% of the value for each applicable activity milestone will be applied.
 - The maximum delay allowed for any activity milestone is 120 days, beyond which a penalty of 4% of the value for each applicable activity milestone will be imposed.
 - If the delay exceeds 120 days, the agreement is liable to be terminated by the client.
 - The maximum penalty applicable for the contract is 10% of the total contract value.
- Penalty may be deducted from any payment that is/shall be due to the bidder and in case the penalty amount is not adjustable with the dues then the same may be adjusted with performance security amount.

2.27 Termination

- **This Agreement shall be terminated by either party upon the happening of all or any of the following events:**

- Upon either party being declared insolvent or bankrupt. The Authority should serve as written notice on the Contractor at any time to terminate this agreement with immediate effect in the event of the Contractor reporting an apprehension of bankruptcy to the Authority or its nominated agencies. No charges to the Contractor shall be payable in case of termination under this clause except for the deliverables submitted by the bidder and satisfactorily approved by the Authority as per the terms of this agreement and services performed by the Contractor up to the date of termination.
- Upon either party committing a material breach or being in default of all or any of the major and significant terms, conditions, covenants, undertakings and stipulations of this Agreement. In case the material breach is remediable, the aggrieved party shall give 30 days' notice in writing of such default in observance or performance of any of the terms or conditions of this agreement, to the Party in default. If the Party in default effectively remedies such breach or default within the period of 30 (Thirty) days, designated by such notice, then the Agreement shall remain in force. Where the default by the Contractor is because of or consequent to technical non-feasibility, which requires modifying/altering the scope of work to replace the technical non-feasible deliverable with a feasible deliverable, then such default shall not be considered a default by the Contractor under the provisions of the clause.
- By mutual agreement in writing between the parties.
- **Termination for Default –**
 - If the work is not performed to the satisfaction of the Authority in the extended time i.e., notice period for remedies, then the contract with the Contractor shall be terminated by the Authority by giving 30 days' notice.
- **Termination due to Force Majeure**
 - If a termination notice is given due to Force Majeure, the termination shall come effective upon receipt by the Contractor of the Authority's notice to terminate.
- **Effects of Termination-** Upon expiration or termination of this Agreement:
 - The Contractor shall:
 - Notify forthwith the particulars of all project assets.
 - Shall expeditiously settle the accounts.
 - In the event the Authority terminates this agreement pursuant to any material breach by the Contractor to complete its obligations under this agreement, the Performance Bank Guarantee furnished by it may be forfeited for reasons to be recorded in writing.
 - The Authority agrees to pay the Contractor for all charges for satellite products provided by it and is accepted by the Authority till the effective date of termination after verification of work done till date by the Contractor. Verification would be done by an independent auditor.
 - The Contractor shall immediately upon termination, discontinue providing any or all products.
 - The Authority shall upon termination be under no obligation to make any payments to Contractor forthwith, except for any payments that may be due and payable to Contractor in respect of products already delivered as per scope of this agreement; and
 - The contractor shall return all the property which belongs to the Authority, including any data, information, and files of completed or unfinished work. Contractors shall have no queue over the property of the Authority.

- Upon the termination or expiration of this agreement, before complete delivery of materials, then the title and ownership of all materials, plans, ideas, slogans or information (developed/procured by Contractor for the Authority) shall be transferred by the Contractor to the Authority. Thereafter, the Authority shall have no liability for the Contractor arising from the department's use of any material whether such material was approved, used or published or presented by or on behalf of the Authority. The contractor shall transfer such property and documentation related thereto to the Authority immediately after termination in case termination happens before complete delivery of materials.
- **Consequences of Termination**
 - In the event of termination of the contract due to any cause whatsoever, whether consequent to the stipulated terms of the contract or otherwise, the Authority shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the service(s) which the Contractor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/material breach, and further allow the next successor Contractor to take over the obligations of the erstwhile Contractor in relation to the execution/continued execution of the scope of the contract.
 - Nothing herein shall restrict the right of the Authority to invoke the guarantee and other guarantees, securities furnished, enforce the deed of indemnity, and pursue such other rights and/or remedies that may be available to the Authority under law or otherwise.
 - The termination hereof shall not affect any accrued right or liability of either party, nor can it affect the operation of the provisions of the contract that are expressly or by implication intended to come into or continue in force on or after such termination.
 - Upon termination of the contract the Agency shall:
 - Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the client.
 - The client will review the exit plan. If approved, Agency shall start working on the same immediately. If the plan is rejected, the Agency shall prepare an alternate plan within two calendar days. If the second plan is also rejected, the client or the authorized person will provide a plan for the Agency, and it should be adhered to in totality.
 - In such cases, the Authority may board a new Agency to perform the assignment for the remaining part of the contract/ Supply the rest of the images not submitted already by the agency. The Agency needs to perform the proper handover process to the new Agency/ Image Provider

2.28 Indemnity

- Successful Contractor (the "Indemnifying Party") undertakes to indemnify the Authority (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favor of any person, Board or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.
- If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a

copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party.

- Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it.
- If any Service is or likely to be held to be infringing, the Indemnifying Party shall at its expense and option (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.
- The indemnities set out shall be subject to the following conditions:
 - i) The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise.
 - ii) The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence; and such cost borne by the indemnified party shall be deducted from the payment due to the Indemnifying party.
 - iii) If the Indemnifying Party does not assume full control over the defence of a claim as provided in this Article, the Indemnifying Party may participate in such defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses.
 - iv) The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party.
 - v) All settlements of claims subject to indemnification under this Clause will: be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement.
 - vi) The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings.
 - vii) The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss because of such a claim or proceedings.
 - viii) If the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated

to all rights and defence of the Indemnified Party with respect to the claims to which such indemnification relates; and

- ix) If a Party makes a claim under the indemnity set out in respect of any Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).
- The liability of Contractor (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the amount specified in the contract. The liability cap given under limitation of liability clause shall not be applicable to the indemnification obligations set out here.
 - In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in this section) even if it has been advised of their possible existence.
 - The allocations of liability in this Section represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

3 SPECIAL TERMS AND CONDITIONS

3.1 Interpretation of Documents

- If any Bidder finds discrepancies or omission in the specification or other tender documents or if he is in doubt as true meaning of any part thereof, he shall make a written request to the tender inviting authority for correction/clarification or interpretation before the submission of the tender.

3.2 Price Validity

- a) The rates offered by the successful bidder will remain valid till completion of the work at a stipulated time from the date of the award of the contract to the Bidder and no escalation of price for reason whatsoever will be allowed till the completion of the work.
- b) The tender inviting authority reserves the right to seek extension of validity of the offered rates from the Bidder/s as per the bid validity period mentioned in the tender. Acceptance of such a request during the offer is however optional to Bidders.

3.3 Consortium

- **Consortium/Joint ventures is not allowed.**

3.4 Intellectual Property, NDA & Subcontracting

- The selected bidder must sign a Non- Disclosure Agreement (NDA) with the Authority for maintaining the confidentiality of the data shared by the Authority including the scanned & digitized cadastral maps and the GCPs.

- Agency should not assign the job to sub-contractor or sub-contract any part thereof to any other party.
- The agency shall ensure the security of the original cadastral maps or sheets.
- The entire work will be done under the direct supervision of the Department of Land Revenue & Disaster Management, Govt. of Sikkim or any officer nominated by the Department. The Authority will have the right to inspect the working facility of the Agency, and the agency shall implement some instructions to enhance the security of data.
- Any work product, whether acceptable or unacceptable, developed under an agreement awarded because of this TENDER shall be the sole property of The Department of Land Revenue & Disaster Management, Sikkim unless stated otherwise in the definitive Agreement.

3.5 Language

- The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this TENDER.
- No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

3.6 Cost for Preparation of Tender

- The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the Authority to facilitate the evaluation process, and in negotiating a definitive and all such activities related to the bid process.
- This TENDER does not commit the Authority to award an agreement or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of an award of the agreement for implementation of the project.

3.7 Important Notes for Bidders

- The Bid Document should be properly indexed and page number with separators to be provided for the multiple sections of the bid as per requested in the RFP.
- Bidders should specifically note that if, during the proposal evaluation, the Department of Land Revenue & Disaster Management, Sikkim becomes aware, either explicitly or implicitly, of any collusion or alliance among bidders that results in delaying the proposal process, the involved bidders will be disqualified from this agreement and from participating in any future tenders issued by the Department.
- For the benefit of the project, the Director of Land Revenue & Disaster Management, Sikkim reserves the right to modify the methodology and scope of work after the selection of the vendor(s). This is subject to the acceptance of the modifications by the selected bidder(s) following discussions.
- The bidder is responsible for all costs related to participation in the tender process, including activities such as conducting diligence, participating in meetings or presentations, preparing proposals, and providing any additional information requested by the Department for evaluation

purposes. This tender does not commit the Department of Land Revenue & Disaster Management, Sikkim to award an agreement or enter negotiations, and no costs incurred by the bidder should be anticipated for reimbursement regarding the project's implementation agreement.

3.8 Right of the Tender Inviting Authority

3.8.1 *Right to Accept/Reject the Tender*

- The acceptance of the tender is at the discretion of the accepting authority and does not require acceptance of the lowest bid.
- The Authority reserves the right to accept or reject any bid, to annul the tender process, and to reject all bids at any time prior to the contract award, without incurring any liability to affected bidders or the obligation to inform them of the grounds for such actions.
- The Tender Inviting Authority may seek an extension of the offer validity from the successful bidder; acceptance of such requests is optional for the bidder.
- The Tender Inviting Authority reserves the right to modify or amend any stipulated conditions or criteria based on project priorities and urgent requirements.
- The Authority makes no commitments, explicit or implicit, that this process will result in a business transaction.
- This RFP does not constitute an offer from the Authority. Participation in this process may lead to the selection of a bidder for further discussions and negotiations towards executing a contract. However, the commencement of negotiations does not signify a commitment to execute a contract or to continue negotiations.

3.8.2 *Right to Terminate the Contract*

- The Authority reserves the right to terminate the contract in the event of any material breach by the selected bidder.
- If the selected bidder fails to adhere to the delivery schedule, the Authority may terminate the contract and procure the services from alternate sources at the risk and cost of the bidder. Any excess expenditure incurred will be recovered from the performance security bank guarantee and/or pending bills.

3.8.3 *Right to Negotiate*

- The Authority reserves the right to further negotiate the rate with the selected bidder(s) prior to signing the contract.

3.8.4 *Rejection Criteria*

- In addition to the other terms and conditions highlighted in the Tender Document, bids may be rejected under the following circumstances:

3.8.5 *General Rejection Criteria*

- Conditional Bids.
- If the information provided by the Bidder is found to be incorrect, misleading, or fraudulent at any stage during the Tendering Process.
- Any effort on the part of a Bidder to influence the bid evaluation, bid comparison, or contract award decisions.

- Bids without the signature of duly authorized persons on required pages of the bid.
- Bids without the power of attorney/board resolution.

3.8.6 *Pre-Qualification Rejection Criteria*

- Bidders not complying with the Eligibility Criteria outlined in this Tender.
- Failure to furnish all information required by the Tender Document or submission of a bid that is not substantially responsive. If clarifications sought by the Authority are not adequately addressed by the Bidder, this can lead to rejection.
- Conditional bids.

3.8.7 *Technical Rejection Criteria*

- Technical Bid containing commercial details.
- Revelation of prices in any form before the opening of the Commercial Bid.
- Failure to furnish all information required by the Tender Document or submission of a bid that is not substantially responsive to the Tender Document in all respects.
- Bidders not quoting for the complete scope of work as indicated in the Tender Documents, addenda (if any), or any subsequent information given to the Bidder.
- Bidders not complying with the Technical and General Terms and Conditions stated in the Tender Documents.
- The bidder does not provide unconditional acceptance of full responsibility for delivering services in accordance with the Scope of Work and Service Level Agreements outlined in this tender.

3.8.8 *Commercial Rejection Criteria*

- Incomplete Price Bid.
- Price Bids that do not conform to the Tender's price bid format.
- If there is an arithmetic discrepancy in the Commercial Bid calculations, the Technical Committee will rectify it. If the Bidder does not accept the correction of the errors, its bid may be rejected.

4 CRITERIA FOR EVALUATION

4.1 Eligibility Criteria

Sl. No	Eligibility Criteria	Copy of documents, to be submitted by in support of information/ declaration furnished by the Bidder against Eligibility Criteria as Confirmatory Document
1	The Company/ firm/ partnership must have IT Company having experience in the related services of Survey & GIS Mapping as mentioned in the bid document for at least last 5 years. The Bidder(s) eligible for participating in the bidding Process should be an Indian Company; And should be a business entity incorporated in India under the Companies Act, 1956/2013, or the Bidders Act, 1956, or Partnership Act 1932 or registered under LLP Act 2008 or equivalent Indian Law(s).	Supporting documents like company incorporation certificate & related old work orders / certificates to be submitted as a proof. Bidder shall upload/submit the documentary Proof/ Certificate of incorporation/registration certificate/MOA-AOA with containing Bidder's name, Principal place of business/Corporate Office Address, mailing address, contact no., email, PAN, GSTN, Registration no. etc.
2	The company should not have been blacklisted. The bidders would give a declaration that they have not been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs. If a bidder has been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs, this fact must be clearly stated, and it may not necessarily be a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive.	Self-declaration with notary to be submitted
3	The company should be registered with GST Authority in India	Latest Valid GST registration certificate with GST return to be submitted.
4	The bidder must have a minimum average turnover of Rs. 10 (Ten Cr Only) in last three financial years (2021-22, 2022-23, 2023-2024) . Net worth of the bidder should be positive as per the last audited financial year.	CA Certified copy with UIDN number for the yearly turnover in a single sheets or Audited copy of the financial statement separately

6	<p>The bidder must have the experience at least five projects for GIS based Field survey & GIS Mapping work /Cadastral Mapping / Digitization & Geo-referencing work of similar nature in any State/Central Government Departments/Organizations starting from January 2016 to Last Month before the tender published date with a minimum value of 30L of each project. The bidder must submit its experience and past performance details.</p>	<p>Work Order alone with Completion / ongoing certificate to be submitted</p>
7	<p>The Bidder must have experience of works (including completed/ongoing) of at least one (1) similar nature* valuing 3 Crore starting from January 2016 to Last Month before the tender published date from any Govt. or PSU department.</p> <p>*Definition of Similar Work: “GIS Mapping & Development of WebGIS Portal for Land Management in India”. Or “GIS based Field survey & GIS Mapping work / Digitization & Geo-referencing work through DGPS Survey in India”</p>	<p>For work experience, Bidders are required to submit a Work Experience Certificate/ Phase Completion Certificate on executed value along with any work order on executed value issued by the employer against the experience of similar work* containing all the information sought. The executed value of the work should be matched as per the criteria.</p> <p>BOQ, TDS etc. may be sought during clarification or along with deficient documents, if felt necessary by the Tender Committee.</p>
8	<p>The bidder should have at least 20 set of dual frequency DGPS/ ETS instruments.</p>	<p>Ownership information with purchased order/ long term lease agreement to be submitted.</p>
10	<p>The bidder shall possess the following certifications: ISO 9001:2015 (Quality Management System)</p>	<p>Valid Certifications issued by authorized auditing agency</p>
11	<p>Joint Venture / Consortium</p>	<p>Joint Venture / Consortium not allowed. Bidder should provide a self-declaration certificate of sole bidder</p>

12	EMD & Tender Cost/MSME Exemption Certificate	EMD & Tender Cost Challan / MSME Exemption Certificate with Udyam Registration Certificate Details.
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4.2 Technical Evaluation Criteria (QCBS)

(For only those Bidders who fully meet Minimum Qualifying Requirement)

Sl. No	Description	Eligibility Criteria	Marks	Copy of documents, to be submitted by in support of information/ declaration furnished by the Bidder against Eligibility Criteria as Confirmatory Document
1	Turnover	<p>The bidder must have a minimum average turnover of Rs. 10 (Ten Cr Only) in last three financial years (2021-22, 2022-23, 2023-2024).</p> <p>> 10 Crore to <=20 Crore = 5 Marks</p> <p>> 20 Crore to <= 25 Crore = 7 Marks</p> <p>> 25 Crore = 10 Marks</p>	10	CA Certified copy with UIDN number for the yearly turnover in a single sheets or Audited copy of the financial statement separately
2	Work Experience in similar nature of work with work order value	<p>The Bidder must have experience of works (including completed/ongoing) of at least one (1) similar nature valuing 3 Crore starting from January 2016 to Last month before the tender published date from any Govt. or PSU department.</p> <p>*Definition of Similar Work: "GIS Mapping & Development of WebGIS Portal for Land Management in India". Or "GIS based Field survey & GIS Mapping work / Digitization & Geo-referencing work through DGPS Survey in India"</p> <p>= 1 Projects = 5 Marks</p> <p>= 2 Projects = 7 Marks</p> <p>> 2 Projects = 10 Marks</p>	10	For work experience, Bidders are required to submit a Work Experience Certificate along with any work order, issued by the employer against the experience of similar work* containing all the information sought. The executed value of the work should be matched as per the criteria.
3	Work Experience in similar nature of work with number of projects	<p>The bidder must have the experience more than five projects for GIS based Field survey & GIS Mapping work /Cadastral Mapping / Digitization & Geo-referencing work of similar nature in any State/Central Government Departments/ Organizations starting from January 2016 to Last month before the tender published date with a minimum value of 30L of each project. The bidder must submit its experience</p>	5	For work experience, Bidders are required to submit a Work Experience Certificate along with any work order, issued by the employer against the experience of similar work* containing all the information sought. The executed value of the work should be matched as per the criteria.

		and past performance details (Only Govt. Work Orders)		
		> 5 Projects to 10 Projects = 2.5 Marks		
		> 10 Projects = 5 Marks		
4	Work Experience in Land Records	Similar Digitization work/Geo-referencing work/ Survey & Mapping/GIS Mapping/Geo-referencing/Resurvey work in State or District Land Record / Land Revenue Department in India / District Administration Land Acquisition section (only Govt. Work Orders)	10	For work experience, Bidders are required to submit a Work Experience Certificate along with any work order, issued by the employer against the experience of similar work* containing all the information sought.
		1 Projects = 5 Marks		
		2 Projects = 10 Marks		
5	Work Experience in Sikkim	The bidder may have experience at least one project of cadastral mapping in Sikkim. 1 Project = 5 Marks	5	For work experience, Bidders are required to submit a Work order/experience certificate issued by the employer against the experience of cadastral mapping project containing all the information sought.
6	Work Experience in GIS Mapping & WebGIS Portal for Land Management System for any Government / PSU organization in India with Work Order Value	GIS Mapping & WebGIS Portal for Land Management for any Government / PSU organization in India with minimum Value of each project 1 Cr 1 Project = 5 Marks 2 Projects = 10 Marks	10	For work experience, Bidders are required to submit Work Orders with Completion Certificates/Go Live Certificates/Phase Completion Certificate
7	GIS- Manpower	The bidders should have at least 10 GIS Professionals & 50 Field Surveyors who can work on both DGPS and ETS >= 10 GIS Professional & 50 Field Surveyors = 2.5 Marks >= 20 GIS Professional & 100 Field Surveyors = 5 Marks	5	HR Declaration for employee count. Qualification & Experience: GIS Professional: MSc/PG Diploma in RS & GIS/ Geology/ Geography/ Geoinformatics with minimum 5+ Years of experience Field Surveyor: Diploma/any Graduate/ITI or equivalent with proficiency in handling DGPS/ETS with minimum 1+ Years of Experience

8	Quality Certification CMMI from CMMI Institute /ISACA	ISACA/SEI CMMI level 3 or above = 10 Marks	10	Screenshot with Appraisal ID for CMMI Appraisal Result from CMMI Portal (https://cmmiinstitute.com/pars)
9	Technical Proposal & Presentation	<p>Technical Proposal & Presentation of the work.</p> <ul style="list-style-type: none"> • Understanding of the Project • Proposed Approach and Methodology with QC Plan • Team Composition & timeline plan • Showcasing of Previous Experience of the Cadastral Mapping & Geo-referencing work in Land Record Department • Showcasing of Local Experience in Cadastral Mapping work if any • Live Demonstration of any WebGIS Portal for Land Management with showing of the Cadastral Level Mapping & data analysis 	35	<p>Technical Proposal to be submitted with the technical bid</p> <p>Technical presentations extending to 30 slides</p> <p>The department will provide the date and time for the presentation for the eligible bidders.</p> <p>The presentation time will be given maximum of 45 min including question answer session</p>
			100	

4.3 Selection Methodology

- The evaluation committee will evaluate each of the bids based on Technical Evaluation criteria. At the stage of technical evaluation. The department will assign points (quality of services score) to the pre-qualified bidders based on the technical evaluation criterion mentioned in this RFP.
- **Note: To qualify for the technical evaluation stage, the bidder must score a minimum of 60 marks.**
- The commercial bid of the technically qualified bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive in respect of commercial considerations. **The evaluation will be made based on Quality & Cost Based Selection (QCBS) with 80:20 ratio, where the weightage on the technical part will be 80 percent and the 20 percent weightage to be given in commercial.**
- The bidder with the highest total score would be declared successful.

- The cost indicated in the Commercial Proposal should be deemed as final and reflects the total cost of services and should be stated in INR only. The lowest Commercial Proposal (Fm) will be given a score (Sf) of 100 points.
- The Financial scores (Sf) of the other Commercial Proposals will be determined using the following formula:
$$Sf = 100 \times Fm/F;$$
- In which Sf is the Commercial score, Fm is the lowest Commercial Proposal, and F is the Commercial Proposal (in INR) under consideration.
- Proposals will finally be ranked in accordance with their combined technical (St) and financial (Sf) scores:
$$S = St \times Tw + Sf \times Fw;$$
- Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Commercial Proposal that will be in the ratio of 80:20.
- For Additional information/clarification (if required), the Department reserves the right to ask for any additional information. Bidders that fail to submit additional information or clarification as sought by the evaluation committee within 10 days of the receipt of letter requesting such additional information and/or clarification from the department, will be evaluated based on the information furnished along with the bid proposal.

5 CHECK LIST OF DOCUMENTS

Sl. No.	Particulars	Supporting Documents to be Submitted	Provided (Y/N)	Reference Page No
ENVELOP I -EMD				
1	EMD	DD/BG		
2	MSME & UDYAM ADHAR FOR EXEMPTED COMPANY	Copy of the documents MSME/NSIC with Udyam Adhar		
ENVELOP II -TECHNICAL BID				
3	Incorporation of Firm/ Registration of Firm	Registration Certificate or Certificates of Incorporation or Partnership Deed/Evidence of Registration of Partnership of the Bidder		
		Power of Attorney for Authorized Signatory as per ANNEXURE - X		
4	Service Tax/ GST Registration & PAN	Valid Goods and Service Tax (GST) Permanent Account Number (PAN)		
5	Annual Average Turnover	Extracted / Certified balance sheet and P&L Statement certified by the Statutory Auditor/CFO/CS for each of the FY mentioned.		
6	Positive Net worth	Certificate from Statutory auditor / Chartered Accountant		
7	Project Credentials of executed value of Rs 30L	Copies of the Work order & Completion Certificate for with Project Details as per ANNEXURE - III		
8	Project Credentials of executed value of Rs 3 Crore	Copies of Work Orders & Completion / Go live certificate/phase completion certificate for with Project Details as per ANNEXURE - III		

10	DGPS Instruments	Ownership information with purchased order/ long term lease agreement to be submitted for 20 DGPS/ ETS instruments		
11	Declaration of Sole Bidder	Sole Bidder Declaration to be given on bidder's letterhead		
12	Quality Certifications	ISO certifications ISO 9001: 2015 Certifications		
13	Work Experience in Land Records	Copies of Work Orders & Completion / Go live certificate/phase completion certificate for with Project Details as per ANNEXURE - III		
14	Work Experience in Sikkim	Copies of Work Orders with Project Details as per ANNEXURE – III		
15	Work Experience in GIS Mapping & WebGIS portal for Land Management for any Government / PSU organization in India with Work Order Value of 1 Crore	Copies of Work Orders & Completion / Go live certificate/phase completion certificate for with Project Details as per ANNEXURE - III		
16	Resource	HR Certificate on the no. of GIS & Field surveyors resources working in the payroll of the company		
17	CMMI Level 3 or Appraisal Result from CMMI Institute ISACA	Screenshot with Appraisal ID for CMMI Appraisal Result from this portal (https://cmmiinstitute.com/pars)		
18	Bid Submission Form – Covering Letter	ANNEXURE I		
19	Bidder's Organization and Experience	ANNEXURE II		
20	Organization's Project Experience starting from January 2016 to Last month before the tender published date	ANNEXURE III		
21	Approach & Methodology	ANNEXURE IV		

22	Team Composition, Task Assignments and Summary of CV	ANNEXURE V		
23	Undertaking on Being Not Blacklisted	ANNEXURE VIII		
24	Declaration of Acceptance of terms & Conditions	ANNEXURE IX		
25	Power of Attorney	ANNEXURE X		
26	Bank Guarantee Format for Earnest Money Deposit	ANNEXURE XI		
ENVELOP III -FINANCIAL BID				
27	FINANCIAL BID	ANNEXURE -VII		

6 TERMS OF REFERENCE FOR THE BIDDER

6.1 Introduction

The Land Revenue & Disaster Management Department of Sikkim invites proposals from qualified vendors for Establishment of Ground Control Points, Geo-Referencing, Digitization & Updation of Cadastral Maps from Satellite Imagery & Resurvey by DGPS/ETS & Development of WebGIS Portal & Dashboard for Land Management. This project is aimed at modernizing and digitizing land records using advanced geo-spatial technologies and satellite imagery. The overall goal is to ensure an accurate, accessible, and reliable system for managing land data for better governance and public service.

6.2 Objective

The aim of the project is to

- Modernize and digitize land records using advanced geo-spatial technologies.
- Geo-reference and update existing land revenue maps for improved accuracy.
- Utilize high-resolution satellite imagery to enhance land data precision.
- To get give high accuracy and updated information about the land pattern and parcel by resurvey of the land parcel by hybrid methodology through DGPS/ETS & Satellite imageries
- Ensure accessible and reliable land records for efficient governance.
- Develop a WebGIS Portal for Land Survey Monitoring & Land Data Management for Land data & Map repository
- Facilitate better land management, dispute resolution, and public service delivery.

6.3 Drawback of the Present System

The original land survey in the diverse districts of Sikkim dates back over a century, conducted between the late 1950 & after that in 1980. This survey was conducted manually, using techniques available at that time. However, with the passage of time and changing land use patterns, these records have become outdated and inadequate to meet the contemporary requirements of landholders. Thow there are recent resurvey has been taking place in some of the blocks but the updation of the maps has not done in more of the revenue blocks. The 1950s & 1980s maps are not properly geo-referenced. The present land information management system exhibits several drawbacks. The manual approach resulted in relatively large error margins by today's standards, and the manual area calculations introduced a degree of human error. Moreover, the mosaicking process used to generate village maps was imperfect due to the inherent measurement errors.

Subsequent mutations, numbering in the thousands, have necessitated alterations, affecting the spatial records due to economic activities. However, the pace of updates has lagged the dynamic ground-level developments.

This disparity has given rise to discrepancies between textual and spatial records, as well as between records and the actual on-ground situation. Consequently, the available records often do not align with the present ground realities and the evolving landscape, changes in land ownership, and development activities over the decades have rendered the existing records obsolete, thereby hindering efficient land management, urban planning, and administration.

The maintenance and regular updating of paper records is cumbersome and time consuming. The updated records are available with the Revenue Department, but the corresponding changes have not been updated with the Land records department. Hence this has led to irregular updates, resulting in a situation where the records do not portray the correct picture on ground regarding the ownership and boundaries. The records maintained by the departments are in different forms and serve different purposes. A change in the records of one department does not lead to updates in the records of other departments, even though some of the information may be common.

6.4 Need for Updation & Resurvey of the Revenue Blocks

These disparities underline a pressing need for comprehensive overhaul of the land information management system. Typically, the updation & re-survey is recommended every 30 years to maintain accurate land records. Unfortunately, due to various reasons, Sikkim has not undergone a comprehensive updation / re-survey for an extended period. This lapse in updating land records has led to several issues.

Integrating modern GIS & surveying techniques, precise measurements, and advanced mapping technologies can mitigate the errors and inconsistencies that have plagued the current system. Such an upgrade would enhance the accuracy of land records, align them more closely with ground realities, and facilitate effective decision-making in multiple areas dealing with land. By addressing these shortcomings, a more robust and reliable land information system can be established to support both governance and economic growth.

The current initiative is to undertake Large Scale Updation of Maps & Resurvey for Modernizing Revenue Land Records and Creation of GIS/LIS in the State of Sikkim. This will bridge the information gap, enable accurate decision making, and support sustainable development efforts. The effort aims to bring the land records up to date, align them with contemporary technologies and techniques, and ultimately provide a robust foundation for effective governance and development in Sikkim.

Accurate and up-to-date land records represent essential social and economic infrastructure necessary for swift economic progress

6.5 Key Tasks

6.5.1 Input Requirements:

The following will be provided by the **Department**:

- **Scanned Cadastral Maps:** Scanned maps from the 1950s (non-georeferenced) and vector-based maps from the 1980s.
- **Record of Rights (RoR) Data:** Land ownership records and boundaries in their current format.
- **Ground Control Points (GCPs):** The department will provide access to 250 existing GCPs.

6.5.2 Area of Interest:

The project will cover **250 sq. km** across the following regions:

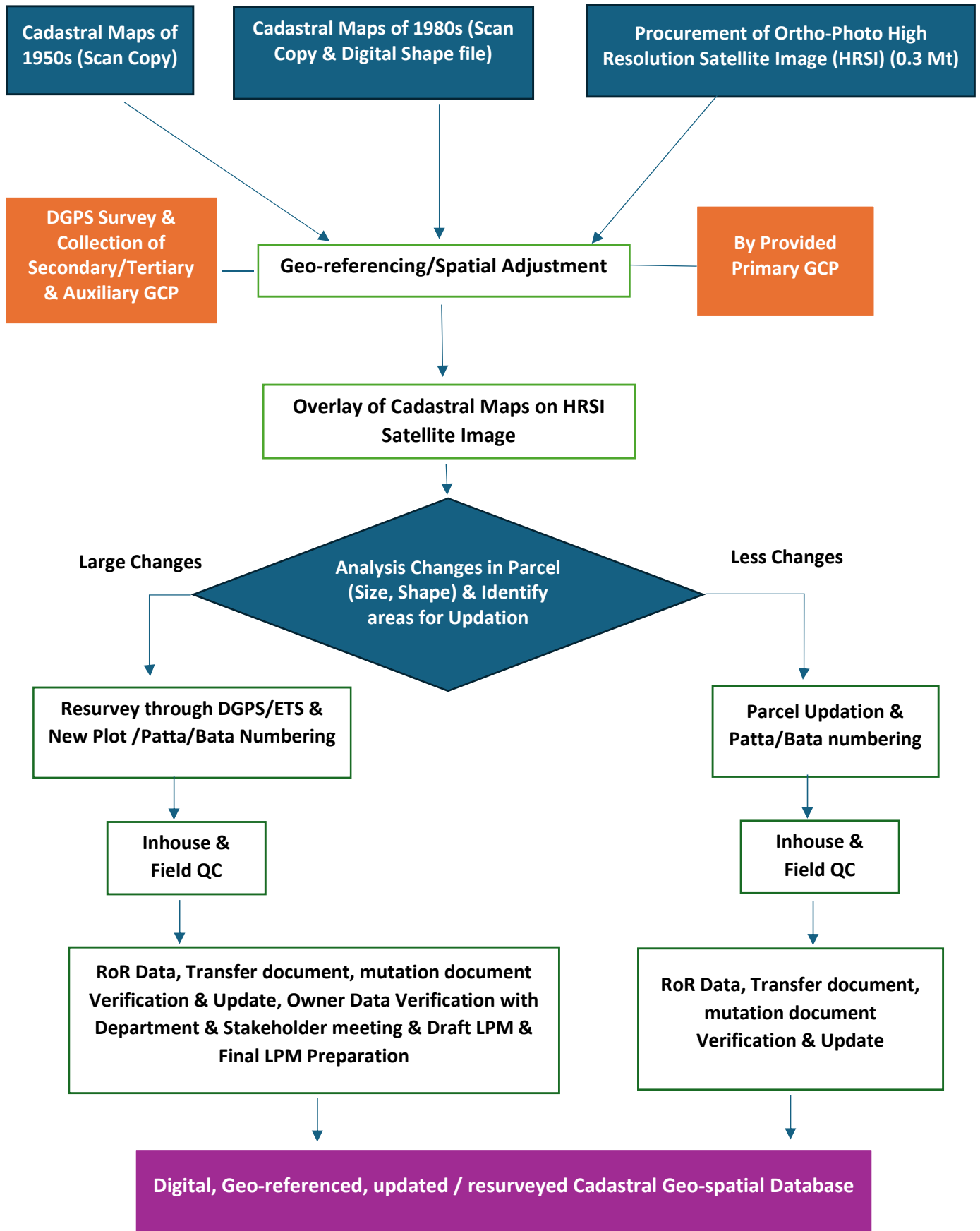
- **Pakyong Revenue District:** Known for its tourism, agriculture, and connectivity through Pakyong Airport.
- The area of interest would under 49 blocks for Pakyong District in the first phase.
- The name of the blocks with Area has been given below:

SL.no	BLOCK	AREA IN HECTARE
1	AMBA	1013.2326
2	BERING	364.5117
3	CHALAMTHANG	142.8423
4	CHUCHENPHERI	865.228
5	DICKLING	213.4982
6	DICKLING PACHEY KHANI	170.4663
7	KARTOK	245.9747
8	LATUK	545.598
9	LINKEY	289.2887
10	LOSING	132.8633
11	MACHONG	622.0863
12	NAMCHEYBONG	979.5032
13	PACHEY SAMSING	562.915
14	PACHEYKHANI	346.5692
15	PAKYONG BAZAR	49.5808
16	PARAKHA	310.8364
17	RIWA	107.846
18	TAREYTHANG	236.4277
19	TAZA	759.695
20	THAKABONG	307.5985
21	ARITAR	777.5168
22	CHANGEY-LAKHA	196.877
23	CHUJACHEN	800.4779
24	DALAPCHAND	612.8627
25	LAMATEN	657.5076
26	LINGTAM	693.7108
27	MULUKEY	250.6294
28	NORTH RIGU	1538.2429
29	PHADAMCHEN	443.2081
30	PREMLAKHA	332.7467
31	RHENOCK	404.3759
32	RHENOCK BAZAR	68.4871
33	ROLEP	733.5976
34	RONGLI BAZAR	80.8559

35	SIGANAEBAS	532.149
36	SOUTH RIGU	754.9456
37	SUBENIDARA	563.1182
38	SUDUNG-LAHKA	261.9868
39	TARPIN	453.4161
40	CENTRAL PANDAM	1158.1448
41	EAST PENDAM	607.8621
42	KARMAREY-BHASMEY	685.5396
43	LINGCHEY	390.5428
44	MANGTHANG	216.9248
45	PACHAK	445.453
46	SAJONG	249.5865
47	SUMIN	542.7121
48	WEST PENDAM	1196.8551
49	NAGAR PANCHAYAT (Approx.)	1083.1052

- **Extension Based on Performance:** The department may proceed with updating/resurveying other revenue blocks following the completion of Phase 1, if desired by the department subject to satisfactory performance of the agency during the 1st phase.
- **Rate Revision for Extended Work:** The rate for the extension work may be revised through mutual discussion between the agency and the department if the rate offered is the same.

6.5.3 Scope of Work Process Flow Diagram



6.5.4 Purchase of Latest 30 cm Ortho-photo HRSI Data:

- **Procurement:** Purchase high-resolution latest satellite imagery (30 cm) for the entire project area.
- **Format & Delivery:** Ensure the imagery is delivered in a compatible format suitable for GIS analysis.

6.5.5 Ground Control Point (GCP) Collection Using DGPS:

- **DGPS Survey:**
 - Perform a dual-frequency DGPS survey for GCP collection with 2-hour observation
 - GCP's shall be established based on triangle offset base
- **Data Processing:**
 - Process the collected DGPS data for accuracy and correctness, ensuring that GCPs are aligned with the satellite imagery.
 - All the control points should be based on datum given below.
 - Horizontal Datum: WGS-84 (i.e. the latest version of the World Geodetic System standard for use in cartography)
 - Vertical Datum: MSL, i.e. Mean Sea Level. The precision Benchmark of the Provided GCP should be used as primary vertical control.
 - Recording Requirements for all types of Control Points
 - Longitude using WGS 84 datum.
 - Latitude using WGS 84 datum.
 - X in UTM Coordinates
 - Y in UTM Coordinates
 - Altitude (Z) from Mean Sea Level
- **GCP Quality Assurance:**
 - Perform QC on the GCP collection and processing, ensuring that the points meet the required accuracy standards.
 - The Land Revenue Department will verify the collected DGPS control Points through independent sample ground survey of individual control points. The sample size of the ground verification will be determined by the Land Revenue Department, however for all the sample surveys the accuracy standards mentioned above should be 100% maintained, failing which the control point will be rejected by the Land Revenue Department and any delay in the deliverable will be the responsibility of the Vendor and Penalty may be imposed as defined in this RFP for the delay in the deliverable.
- **Deliverables:**
 - The agency will have to provide the details proposed timeline to execute the smooth flow of the project.
 - The Vendors are required to prepare and supply a digital map of control points in geo-referenced point data. The map should be supplied in digital format in the form of a

feature layer or a set of feature layers. The dataset should contain the triangulated lines of connection between the control points also.

- The following deliverables in hardcopy and softcopy (CD/DVD/HDD) format should be submitted by the Vendor upon completion of the task of Establishment of Primary, Secondary and Auxiliary Control Points: -
 - Raw file of the DGPS points
 - Rinex file format
 - Geographical file format (.shp file)
 - Adjustment report
 - Ambiguity dissolve report
 - No floating points
 - DGPS report (.xls or .csv) which will contain the below information:
 - Latitude and longitude in both the format (geodetic and utm)
 - Elevation in meter
 - Description of the points
 - Points sketch
 - Surrounding photographs (if any)
 - Point drawing in A3 paper format.

6.5.6 Geo-Referencing of Satellite Images:

- **Geo-Referencing Process:**

- Georeferencing of ortho-rectified images with the DGPS points, and edge matching with the ortho-rectified pan-sharp images from multiple scenes.
- Generate seam line/cutline for mosaicking of both the portion of the multiple scenes
- Edit the seam lines to make sure the seam line does not cross/cut important features.
- Select the seam line along the natural boundary (such as rivers, streams, roads etc.).
- Properly edge matching colour balancing and mosaicking of all datasets to prepare a base map.
- The Land Revenue Department will carry out sample checking of the deliverables to ensure the accuracy and quality of the images. The sample size will be determined by the Land Revenue Department, however for all the samples checked by the Land Revenue Department the positional accuracy, RMSE error should be within the defined threshold and the quality of the mosaicking in terms of seamless edge match and colour balancing should be satisfactory. The following checks will be verified and if required Land Revenue Department may include additional verification parameters.
 - Manual checking of entire region of mono images to identify any gaps.
 - Checking of edge-matching between tiles and proper colour balancing, approved by the authority
 - Sample area checking for proper colour tone and texture.

- RMSE on GCPs < GSD of satellite Imagery.
- During georeferencing if any portion of images are stretched those tiles will be rejected.
- Seam line checking to ensure that it does not cross/cut important features.

- **Deliverables:**

- High resolution (0.3m) geo-rectified image.
- RMSE report of geo-referencing of mono images.

6.5.7 Geo-Referencing of 1950s Scanned Maps:

- **Geo-Referencing Process:**

- The existing cadastral maps of the area will be georeferenced with respect to the satellite images to assign it real world coordinates.
- The control points should be collected in such a way that it would be clearly identifiable in the cadastral maps.
- The control point selected for registration of cadastral data would be uniformly distributed to achieve least RMS error and better quality.
- Geo-referencing of the scanned maps with the help of GCP & satellite images to be done
- Ensure the scanned images are accurately aligned with existing geographic data.
- Geo-referencing of individual villages is to be done maintaining accuracy of 99% – 100%, measured on length / area variations of the individual village/Revenue blocks. The final call on accuracy will be made comparing the ortho-rectified satellite data with the ground measurements. Those points and lines on ground should match with the ortho-rectified satellite image.

- **Quality Checking of geo-referencing**

- Sample checking of cadastral sheets (raster/scanned) against high resolution images.
- All the parcel boundaries must contain its own area and its previous attribute table.
- The acceptable error threshold for the individual mouza will be less than 1% of the area of the mouza.

- **Deliverables**

- Geo-referenced cadastral maps at village/block level (scanned images) matched with precise high-resolution satellite images.

6.5.8 Geo-Referencing/Spatial Adjustment of 1980s Vector Revenue Sheets & Seamless Mosaicking:

- **Geo-Referencing/Spatial Adjustment:**

- Geo-reference the 1980s vector revenue sheets using spatial adjustment techniques.
- The checking of the collected vector data to be done through topological correction and plot number position.
- The existing cadastral maps of the area will be georeferenced with respect to the satellite images to assign it real world coordinates.

- The control points should be collected in such a way that it would be clearly identifiable in the cadastral maps.
- The control point selected for registration of cadastral data would be uniformly distributed to achieve least RMS error and better quality.
- Use DGPS control points or other reference data to align the sheets with the current spatial data.
- **Plot Number Check & Rectification:**
 - Review and rectify any discrepancies in plot numbers on the geo-referenced vector sheets.
- **Quality Checking of geo-referencing**
 - Sample checking of cadastral sheets (Vector) against high resolution images.
 - All the parcel boundaries must contain its own area and its previous attribute table.
 - The acceptable error threshold for the individual mouza will be less than 1% of the area of the mouza.
- **Seamless Mosaicking:**
 - Seamless mosaicking of the geo-referenced vector sheets to create a seamless mosaic of the entire project area.
 - To generate seamless data adjoining villages shall be overlaid over the satellite images in the editable environment. A suitable snapping environment shall be created to enable edge match. The edges of the village boundaries shall be verified if double lines are present and correction of the same to be made. Seamless mosaic maps will be generated for each block and then for the district.
- **QC of Final Map Data:**
 - Conduct a thorough quality check of the mosaicked data to ensure accuracy and completeness.
 - During matching, if any discrepancy between the boundaries of two adjacent sheets/villages are found to be >1m, then the same should be brought to the notice of the Land Revenue Department and the edge matching to be performed under the guidance of the Land Revenue Department Officials.
- **Deliverables**
 - Geo-referenced cadastral maps at village/block level (vector) matched with precise high-resolution satellite images.
 - Geo-referenced cadastral maps (vector) as Blocks and district mosaics.
 - Georeferenced cadastral maps (vector) at Village Level with seamless mouza boundary with adjacent villages.

6.5.9 Parcel Boundary Updation, Plot Numbering, and RoR Data Attachment:

6.5.9.1 Updation & Digitization Process from Satellite Imageries

- **Identification of Plots for Updation:**

- Analyse high-resolution satellite imagery and RoR (Record of Rights) data.
- Identify plots requiring boundary adjustments and updates based on discrepancies or outdated information.
- **Digitization of New Plots:**
 - Digitize updated plot boundaries using GIS tools, ensuring accurate delineation.
 - Integrate newly identified plots into the GIS database for comprehensive land management.
 - Ensure the GIS data accurately reflects the physical land boundaries.
- **In-House Quality Control (QC):**
 - Perform thorough in-house QC of digitized plots to check for:
 - Topological consistency (no overlaps or gaps between plots).
 - Correct alignment with base maps and satellite imagery.
 - Accurate boundary updates per official land records and imagery.
- **Field Quality Control (QC):**
 - Conduct field verification for ground-truthing of digitized boundaries.
 - Cross-check the digital data with physical boundaries on-site.
 - Validate that the updated digitized plots align with actual field measurements and ownership boundaries.
- **New Map Layout & Bata Numbering:**
 - Create updated map layouts for all newly digitized and updated plots.
 - Assign new bata (plot) numbers to updated plots for easy identification and land management.
 - Ensure that new plot numbers correspond with existing land registration systems.
- **QC for New Map Layout & Bata Numbering:**
 - Conduct a detailed QC process on the new map layouts and bata numbering.
 - Ensure that plot numbers are unique and correctly reflect the land information.
 - Check for layout consistency, visual clarity, and accurate representation of plot boundaries.
- **RoR Data Attachment:**
 - Attach the updated RoR data to each plot, ensuring the proper association of:
 - Plot numbers with owner information.
 - Land usage, classification, and other relevant details.
 - Ensure that RoR data is linked to the correct plots in the GIS system.
- **RoR Data Attachment QC:**
 - Perform QC on the attached RoR data to verify:
 - Accuracy of ownership and land usage data.
 - Consistency between attached RoR data and physical land records.
 - Ensure no discrepancies in owner, land type, or other vital records.

- **Deliverables**

- **Report on Identified Plots for Updation:**
 - Detailed report listing all plots that require boundary updates, based on satellite imagery and RoR data analysis.
- **Digitized Plot Data:**
 - GIS files containing digitized plots with updated boundaries and new plots, ready for integration into the land management system.
- **In-House QC Report:**
 - Documentation of the in-house quality control process, including issues identified and how they were resolved.
- **Field QC Report:**
 - Comprehensive field QC report summarizing the verification of plot boundaries through ground-truthing.
- **New Map Layouts with Bata Numbers:**
 - Digital and printable versions of new map layouts, with updated bata numbers for the entire area covered.
- **Final QC Report for Map Layouts & Bata Numbers:**
 - Detailed QC report confirming the accuracy of map layouts and bata numbering.
- **RoR Data Attachment:**
 - Completed GIS layer with RoR data attached to each plot, reflecting ownership and land-use details.
- **RoR Data Attachment QC Report:**
 - Final QC report verifying the accuracy and consistency of RoR data linked to the updated plot numbers.

6.5.10 Final Documentation and Printing:

- **Check Print Preparation:**
 - Prepare check prints for review by the department, including all updated plots
- **Final Print:**
 - After review and approval, generate the final print-ready maps for distribution and archiving.

6.5.10.1 Enhancement to the data by Ground survey using ETS and DGPS

The primary goal of this survey is to conduct precise demarcation and mapping of parcel boundaries through DGPS and ETS technology, which will provide accurate, up-to-date digital records as part of the DILRMP.

6.5.10.1.1 Objective

- In case the parcel limits are obscured in the satellite imagery, or the imagery is not available, parcel boundaries, as shown by the concerned owner(s)/enjoyer(s) in the presence of the owner(s)/enjoyer(s) of the adjacent land parcels, shall be surveyed using ETS/DGPS. In such cases, the survey agency shall generate the land parcel map based on

their ETS readings and obtain acknowledgement of each plot/parcel from the owner(s)/enjoyer(s).

- Capture the features, which are not visible in the satellite images
- Capture the features where there are lot of changes on ground visible from satellite images during updation of the parcels
- Achieve the required accuracy levels in the data by enhancing it by ground survey

6.5.10.1.2 Scope of the Work: *The scope covers the following key areas:*

1. Boundary Survey:

- The vendor will perform high-precision surveys of each parcel boundary using DGPS and ETS equipment, capturing all boundary points and other significant features.
- A systematic field survey should demarcate and collect all boundary markers, defined edges, and landmarks relevant to parcel boundaries.

2. Data Collection:

- Each parcel will be surveyed to record boundary coordinates, parcel sizes, and other cadastral details such as encroachments, natural features, and boundary overlaps.
- Attribute data will be collected for each parcel, including land use type, ownership information, parcel ID, and area.
- Detailed geospatial data should be collected with specific attention to accuracy requirements (± 2.5 cm accuracy for boundaries).

3. Data Processing & Integration:

- Collected data will undergo processing to correct any positional errors, validate against existing records, and format for compatibility with GIS systems.
- Survey data will be integrated into a GIS system, generating digital boundary maps with attribute information linked to cadastral databases.
- Final output should be compatible with both government systems and applications such as WebGIS Portal

4. Quality Control and Validation:

- Implement a rigorous quality control process, ensuring data accuracy and adherence to specified standards.
- QA/QC checkpoints should include field verification by department personnel or third-party auditors, ensuring compliance with DILRMP standards.
- Deliverables should pass through multi-level validation, ensuring data precision and consistency across all parcels.

5. Training and Capacity Building:

- Conduct training sessions for department officials on survey processes and data usage in GIS platforms.

- Provide documentation and hands-on training on data handling, interpretation, and integration into land records.

6.5.10.1.3 Survey Process

The parcel boundary survey will follow a structured process for accuracy, data consistency, and efficient integration into the digital land records system. Below is a detailed breakdown of each survey stage:

1. Grounds Survey Methods to be adopted:

- Though most of the details of land parcels are to be gathered from satellite images of the assigned area, there may be cases where image may not be available or details are not clear or to further verify the interpreted details, Ground survey shall be carried out by DGPS and ETS.
- The different cases and treatments are explained below:
 - **Steps for Case A:** At least two known points are visible from the equipment setup point
 - ✓ Setup the equipment
 - ✓ Take the DGPS readings
 - ✓ Connect to the known points with ETS readings
 - **Steps for Case B:** Only one known point is visible from the equipment setup point
 - ✓ Setups inter visible points and connect to two known points with ETS readings
 - ✓ Take DGPS readings
 - **Steps for Case C:** No known points are visible or setting up of inter visible points is not feasible in Case B
 - ✓ Setup the equipment
 - ✓ Take DGPS readings using two established base stations to form triangles instead of conventional one base station, preferably with all internal angles above 30 degrees
 - **Steps for Case D:** DGPS readings are not feasible due to any reason
 - ✓ Due a traverse using the ETS.
 - ✓ Start from a known point and preferably close to another known point, if feasible.
 - ✓ If traverse to another known point is not feasible due to any reason, close to the same known point to have a closed traverse.

2. Pre-Survey Preparation:

- **Notifications, survey plan and publicity**
 - Publication of notifications under the relevant rules of the State Government Administration in the State and District Gazettes by the Department concerned with the survey and settlement work.

- Opening of a publicity cell at the district level, which will generate awareness among the owner(s)/enjoyer(s) in the area notified for survey, emphasizing the need for them to be present at the time of visit of the survey team, and to show the boundaries of their land parcels and participate in the survey and settlement process. The establishment of the publicity cell shall be the responsibility of the Department concerned with the survey and settlement work.
 - Preparation of a detailed schedule, tehsil/taluk-wise, of the visit of the survey team to each village, and to publish them at the district, tehsil/taluk and village levels. The program should be given wide publicity. The detailed schedule will be prepared by the survey agency, and, where the agency is outsourced, approved by the Department concerned with the survey and settlement work.
 - Circulating the detailed schedule of the visits of the survey team among the heads of the land-owning departments, so that the officials from those departments help the survey agency in the identification of the boundaries of the land parcels owned by their departments.
 - Publication of the village-level survey plans, showing details of the day-wise program of survey in the concerned tehsil/taluk/village, at least 10 days before commencement of field survey. The revenue village should be taken as the unit for survey.
- **Mapping and Planning:**
 - Identify and prepare a list of all parcels to be surveyed, along with geographic boundaries and notable landmarks.
 - Create a survey route map, planning for accessibility, security, and time efficiency.
 - Procure necessary permits and permissions from landowners or local authorities.
 - A Gram Sabha meeting should preferably be called, to which the concerned local officials should be invited, and the entire action plan (including the day-wise survey schedule) should be discussed before commencing the survey work to facilitate further cooperation for the survey exercise.
 - **Equipment Calibration:**
 - Calibrate all DGPS and ETS equipment according to manufacturer specifications and project standards.
 - Conduct preliminary tests to confirm equipment functionality and accuracy.
 - **Training and Team Briefing:**
 - Brief survey teams on the survey objectives, accuracy requirements, and parcel boundary standards.
 - Conduct refresher training on DGPS and ETS usage, if necessary.

3. Field Survey Execution:

- **Boundary Point Identification & Parcel Boundary Survey:**

- The field work shall commence as per the schedule published & with the intervention of the department officials and survey agency
- The field team shall mark boundaries of the land parcels on the bromide/coated paper prints, as shown by the concerned owner(s)/enjoyer(s) in the presence of the owner(s)/enjoyer(s) of the adjacent land parcels.
- Identify all visible boundary markers (such as stones, fences, or natural features) on-site for each parcel.
- After identifying boundaries in the presence of the owner(s)/enjoyer(s) and marking them in the bromide/coated paper prints, the survey team should obtain an acknowledgement from the owner(s)/enjoyer(s)/concerned officials that the boundaries and details of the land parcel are recorded in their presence and to their satisfaction. The details of the surveyors, who have carried out the survey, should also be recorded.
- Install new markers if necessary and feasible, coordinating with landowners or department officials.
- The tertiary control point should be used as the reference station for DGPS. The tertiary control point and auxiliary point should be used for ETS survey. The plot boundaries can also be surveyed using the offsets from the details appearing on the ortho-photo, in which case, tertiary control and auxiliary points will not be needed.
- For areas with obstructed satellite views (such as dense vegetation or urban areas), use ETS to precisely map boundaries.
- Capture distance, angle, and elevation data from each boundary marker to create an accurate parcel boundary.
- The survey team should take care that the ridges, which are not actually boundaries of the parcels, are not considered for delineation of the parcel boundaries.
- In cases where collective cultivation is done, or where boundaries are not demarcated, the parcel boundaries should be recorded only after their demarcation on the ground has been carried out with reference to the existing land records and as per the procedure laid down in the relevant Revenue manual, in the presence of the concerned owner(s)/enjoyer(s).
- Each land parcel should be identified by its owner(s)/enjoyer(s) and should be given a unique ID, which shall be used for linking the attributes data collected in respect of the land parcel.
- The landowner(s)/enjoyer(s), who intend to affix stones at their field junctions, may be shown the points where stones can be affixed.
- The current land use, irrigation status and other land attributes data shall also be collected by the survey team as per the Data Model Structure (DMS).

- **Survey of Government/community lands**

- The village-wise list of Government/community lands with area and the list of private lands adjoining those lands shall be prepared by the survey agency.
- The Government/community land shall be surveyed first, preferably in the presence of officials from the concerned Departments/PRI representatives, who should bring necessary records with them and the owner (s)/enjoyer(s) of the adjoining parcels.
- The land parcel map pertaining to the Government/community land parcels should be handed over to concerned officials, who shall record objections, if any.
- Details of land parcels should be recorded in the prescribed formats.

4. Data Processing and Post-Survey Validation:

- **Data post-processing:**

- Correct DGPS and ETS data for any deviations, applying error correction techniques and integrating the Base Station data if applicable.
- Generate boundary polygons in GIS software, connecting all survey points to form precise parcel maps.

- **Validation Against Existing Records:**

- Cross-check survey data against available cadastral records, satellite images, and historical maps.
- Identify discrepancies such as boundary overlaps, encroachments, or misalignments.

- **Data Integration:**

- Format processed data for compatibility with GIS platforms (shapefile or geodatabase format).
- Link parcel maps to attribute data tables with information such as parcel ID, ownership, area, and land use type.

5. Acknowledgement, responsibilities and quality control

- After surveying the parcel boundaries, the authorized representative of the survey team shall affix his/her signature and seal on the spatial record so created, and, thereafter, shall proceed to obtain the signatures of the owner(s)/enjoyer(s) and also those of the concerned Revenue official(s), in case the survey work is outsourced, certifying that the survey has been carried out in their presence and to the satisfaction of the owner(s)/enjoyer(s). Information containing the details of the surveyors, who have carried out the survey, should also be recorded. 100% verification and validation shall be carried out, by the Department concerned with the survey and settlement work, for quality control.
- **Internal Quality Checks:**

- Conduct internal reviews to ensure data integrity, positional accuracy, and adherence to survey standards.
- Perform random field verification on a percentage of parcels to ensure accuracy.
- **Third-Party Validation:**
 - Submit data to the department or designated third-party auditors for review and validation.

6. Creation of Digital Topographic Database (DTDB)

- The boundaries of parcels delineated in the presence of owner(s)/enjoyer(s)/officials should be digitized in GIS format and the attribute information collected in prescribed proforma should be linked as GIS to create the Digital Topographic Database (DTDB). Preparation and distribution of draft land parcel map (LPM) and linking attributes

7. Preparation of Draft LMP

- The draft LPM should be prepared for each land parcel, in duplicate. The draft LPM shall be given to the concerned owner(s)/enjoyer(s) preferably by the same evening or latest by the next morning, for receiving objections, if any.
- The draft LPM shall contain:
 - The LPM sketch at a suitable scale to fit to an A4 size paper. The scale should be rounded off to the next scale of 50 (e.g., if the scale is coming to 1:446, then it should be fitted to a scale of 1:450; in case the scale is coming as 1:421, then it should be fitted to a scale of 1:450; and in case the scale required to fit in the paper is 1:496, then it should be fitted to a scale of 1:500).
 - The actual dimensions of the parcel and details of the adjoining survey numbers should be indicated on the sketch.
 - The attributes of the land parcel should also be printed in a tabular form, at the back of the sketch.

8. Recording Objections

- A register shall be maintained by the survey agency to record and track the objections raised by the owner(s)/enjoyer(s). The objections should also be flagged in the DTDB for better control and monitoring.

9. Objections Redressal/Adjudication

- Individual notices in the prescribed format, as per the provisions of the applicable revenue manual, shall be given to all recorded owner(s)/enjoyer(s) with a copy of the land parcel map and measurement details, marked on the same notice. The notices shall be served, either personally, or sent by registered post with acknowledgement due, if the landowner(s)/enjoyer(s) live outside the concerned area. On the expiry of the stipulated period, if any objection is raised by the owner(s)/enjoyer(s), it shall be recorded in the Objections Register.

- The survey team shall assist the Government officers in resolving the objections. The survey team will resurvey the field of the owner(s)/enjoyer(s), if required and incorporate the necessary changes and generate the revised LPM.
- The survey team shall maintain the Objections Register. The objections shall also be tracked in the DTDB in GIS form.

10. Final Data Submission:

- After successful quality checks, submit final data in both digital and physical formats, along with field survey reports and validation documentation.
- After completion of the survey, the survey team shall submit the completion report to the Department concerned with the survey and settlement work.

11. Data Handover and Training:

- **Data Handover:**
 - Submit final deliverables, including GIS-compatible parcel maps, attribute data tables, and all raw data files.
 - Provide detailed documentation of the survey process, including metadata for all collected data.
- **Training and Knowledge Transfer:**
 - Conduct training sessions on interpreting and managing the digital maps and data.
 - Provide user guides and technical support documents for ongoing data management and integration with land records.

6.5.10.1.4 Resource requirement for ground survey and promulgation.

- Ground Survey Team Unit Requirements
- The Bidder is required to form and deploy **Ground Survey Team Units** to execute the Ground Survey and other required activities. The Survey Units are required to comprise the following per team but not limited to:
 - Surveyor Personnel – 2 Nos.
 - Helpers – 3 Nos.
 - Combination of ETS and DGPS –
 - ✓ 1 No each with required hardware and software.
 - ✓ Required Preprocessing and Post processing software.
 - ✓ Data Processing Personnel – 1 No.
- **Minimum Team Required**
 - The Bidder is required and bound to deploy and operate a **minimum of 5** Ground Survey Team Units as defined under section **“Ground Survey Team Unit**

Requirements” for carrying out Ground Survey in each allotted revenue blocks as and where required.

- **Requirements of increasing the resources to meet deadlines**

- The bidder is required to increase the number of Ground Survey Team Units, and, if necessary, add additional equipment, hardware, software, and personnel to any or all the Ground Survey Team Units as decided by the department.
- This will be done with mutual understanding at any point during the project to ensure timely execution, as outlined in the scope of work. The bidder will be notified of such requirements at least 20-30 days in advance by the authority.

6.5.11 Development of the WebGIS Portal & Dashboard:

6.5.11.1 Web Application Development:

- Develop a GIS-based land management portal to manage land records and integrate the updated maps and RoR data.
- The platform should be accessible to users with role-based access controls.

6.5.11.2 Basic Functionalities:

- **Parcel Visualization:** Display updated land parcels on a GIS map, with zoom and navigation options.
- **Search & Retrieval:** Enable search based on plot numbers, ownership details, and geographical coordinates.
- **Data Management:** Facilitate the attachment of RoR data and management of land records within the system.
- **User Management:** Implement role-based access control for departmental users.
- **Report Generation:** Provide tools for generating reports (ownership changes, boundary adjustments, etc.).

6.5.11.3 System Maintenance & Hosting:

- Host the WebGIS Portal at SDC (State Data Centre), Gangtok.
- Provide annual maintenance and support services for the WebGIS Portal for 1 year
- After 1 year if department wants, they will renew the AMC before one month of the AMC renewal date with mutually agreed terms and conditions with the existing agency.

6.5.12 Roles & Responsibilities:

6.5.12.1 Responsibilities of Authority:

- Constituting a Project Management Team to monitor and manage day to day activities of the Vendor and issue necessary instructions if required.

- Constituting a Project Evaluation Committee to evaluate the performance of the Vendor and to take further decisions thereon.
- Conduct regular project review meetings to monitor timely implementation of project work.
- Identifying and nominating personnel for accepting the deliverables.
- Review and approve implementation plan submitted by the vendor.
- Provide access to RoR data, Existing control points, and other relevant information required for the project.
- Support field surveys with necessary permissions.
- Liaison between the different stakeholders of the project and ensure that all the participating departments/agencies take active part in the project.
- Approve the vendor's deliverables after quality checks.
- Review and approve the check prints and final outputs.
- Issuing of Government Orders, circulars, instructions, notifications etc., to effect changes to existing policies, framing of new policies, and such other matters as may be necessary from time to time.
- Co-ordinate and supervise database creation work by vendors in edge matching with adjoining areas with an object to create seamless data. In case of any dispute decision of Bidding Authority will be final.
- The maps prepared and survey data collected would be authenticated by DILRMP, Sikkim to ensure that accuracy is maintained throughout. Every survey is to be followed by thorough data verification. In addition to survey data, the base maps prepared are also sent to DILRMP for verification. Base map preparation of land parcels is to be georeferenced through the collection of Ground Control Points (GCPs). These GCPs are sent for final verification to the clients. Utilization of advanced tools should be adopted to ensure error-free data accumulation and map preparation to facilitate the creation of a fool proof database for land and asset management.
- Delivery of Server for WebGIS Hosting.
- All other necessary support to all successful vendors during project to run in smooth way.

6.5.12.2 Responsibilities of Vendor:

The following are the roles and responsibilities of the vendor

- Purchase satellite imagery and conduct GCP collection.
- Perform geo-referencing, parcel boundary updating, RoR Data Attachment, and develop the WebGIS Portal.
- Conduct in-house and field-based QC and ensure that final deliverables meet the required standards.
- Preparing detailed project plan Format and submit for approval.
- Establishing all kinds of ground control point network and get it approved from the Authority, pre and post implementation stage.

- Prepare the field survey Plan involving all types of GCP locations, get it approved and intimate work progress regularly.
- The Vendor should have a Local Support Office at Sikkim. If the vendor, at the time of bidding, does not have a local support office at Sikkim then he should submit an undertaking on his letterhead regarding establishment of same within one month of issuance of work order (if awarded the contract).
- Submit Deliverables as defined in this RFP for different tasks as per the defined timeline.
- Quality check of the all the deliverables before submitting to the Authority

6.6 Project Timeline:

Task (T= Date of Agreement)	Maximum Timeline
Kick-off Meeting & Inception Report/ Project Plan Submission	T + 15 Days
Team Mobilization, Input Collection & Verification	T + 1 Months
Procurement of Satellite Imagery	T + 1.5 Months
GCP Collection & DGPS Survey	T + 5 Months
Geo-Referencing of 1950s Raster Maps	T + 6 Months
Geo-Referencing of 1980s Vector Maps	T + 5 Months
Parcel Boundary Updation inhouse QC with RoR Data Attachment	T + 6 Months
Field Verification & QC & Final Data Checking	T + 7 Months
Parcel Boundary Updation through Resurvey (DGPS & ETS)	T + 11 Months
Field Verification & QC & Final Data Checking	T + 12 Months
Development of WebGIS Portal & Go-Live with minimum of 2 village data uploaded in the system	T + 5 Months
Uploading of other Village data (continuous process)	T+ 12 Months

6.6.1 Timeline Extension for Field Survey Work

The project timeline for field survey work may be subject to factors beyond the control of the contracting parties, including but not limited to unforeseen weather conditions, access restrictions, or other unavoidable delays. In such cases, the Authority will consider extending the project timeline through mutual agreement, without imposing penalties, provided the contractor has made reasonable efforts to mitigate delays and has promptly informed the Authority of any anticipated issues.

6.7 Payment Terms

- 20% of the project cost on submission of Inception Report/ Project Plan. This amount will be adjusted from every billing milestone afterwards.
- 100% Payment on Procurement of Satellite Imageries.
- For GCP Collection: Payment to be made per 50 Points.
- Geo-Referencing of 1950s Scan Map: Payment per 100 Sheets/ Per Block whichever is achieved
- Geo-Referencing/Spatial Adjustment of 1980s Vector Revenue Sheets & Seamless Mosaicking: Payment per 100 Sheets/Per Block whichever is achieved
- Village / Revenue Block wise Payment for Resurvey after acceptance.
- 100% payment of the WebGIS Application & Development after Go-Live of the Selected Village/Revenue Block (2 no's).
- Quarterly billing for Application Maintenance.
- All payment will be made on an actual basis depending upon the final quantity at the time of delivery.

7 SUBMISSIONS & DECLARATIONS

7.1 ANNEXURE-I: Bid Submission Form – Covering Letter

To

The Programme Director

DILRMP, E-GOV & GIS Cell,

Land Revenue & Disaster Management Department, Govt. of Sikkim

SITCO Building, Deorali, Gangtok, Sikkim-737102

Subject: Request for Proposal for Selection of Firm for Establishment of Ground Control Points, Geo-Referencing, Digitization & Updation of Cadastral Maps from Satellite Imagery & Resurvey by DGPS/ETS & Development of WebGIS & Dashboard

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir/Madam,

We, the undersigned Bidder, offer to provide the services for *(Insert tender Reference Number and Name)* in accordance with your Request for Proposal dated *(Insert Date)*. We are hereby submitting our proposal, which includes this Technical Proposal, and a Financial Proposal as requested in the tender.

We are submitting the proposal in our individual capacity as a sole bidder.

We understand that, as Bidder, we are the single point of contact (SPOC) for the entire project Scope of work specified in the RFP document.

We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification as a bidder. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations if any, undertaken prior to award of the contract.

We undertake, if our Proposal is accepted, we will bound by the deadline starting from the project initiation to the completion as mentioned in the project timeline.

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

- i. not taken any action which is or constitutes a corrupt or fraudulent practice; and
- ii. agreed to allow the authority, at their discretion, to inspect and audit all accounts, documents, and records relating to the Proposal and to the performance of the ensuring services under the Contract.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

7.2 ANNEXURE -II -Bidder’s Organization and Experience

[Provide here a brief (two pages) description of the Bidder with following summary sheet.]

Name of The Agency			
Address of the Registered Office			
Year of Establishment			
Contact person with Contact Details			
Areas of Service of the Bidder	DGPS Survey / Cadastral Georeferencing/ Digitization/GIS Based Application Development		
Annual Turnover in last three Financial Year	2023-2024	2022-2023	2021-2022
Average Annual Turnover in last three Financial Year			
Net Worth of the Company			
Total Number of Employees in GIS Services			
Total Number of Employees in Software Development			
ISO Certification Date of Issue – Valid up to -			
Valuable Client Name provided similar services			
Company Profile	Attach Separate Sheet maximum 2 Pages		

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

7.3 ANNEXURE -III -Organization’s Project Experience

[The following information should be provided in the format below for each reference assignment for which your firm was legally contracted by the Employer stated below]

Name of The Assignment	
Approximate Value of the Contract in INR	
Approx. value of Services provided by the firm under the Contract	
Executed Value of the Project	
Date of Issue of WO/PO/LoI	
Total Duration of the Project as per Contract	
Actual project Start Date (MM/YYYY) and End Date (MM/YYYY)	
Current Project Straus (Ongoing /Completed)	
Name of the Client	
Name of the Consortium partner(s) if any	
Country:	
Location within Country with Address	
Name and contact details of the Client who may be contacted for verification	
Brief Description of the Project	
Description of the current services provided by the agency	

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

7.4 ANNEXURE -IV – Approach & Methodology

A. Technical Approach and Methodology:

The Bidder should explain their understanding of the project objectives and describe the approach and methodology for delivering the services. This includes problem identification, technical solutions, and detailing expected outputs.

B. Risk & Mitigation Plan:

The Bidder should provide a list of key risks, assess their potential impact, and propose mitigation strategies to minimize disruptions during the project.

C. Work Plan:

The Bidder should submit a work plan detailing main activity, their duration, phases, dependencies, key milestones, and delivery schedule, ensuring alignment with the project's objectives and TOR.

7.5 ANNEXURE -V - Team Composition, Task Assignments and Summary of CV

Name of the Resources	Area of specialization	Position Assigned	Responsibility	Education/ Degree (Year/Institution)	No. of Years of relevant Project experience	No of Relevant Projects

7.6 ANNEXURE -VI - Performance Security Deposit

(To be submitted by the bidder's bank)

To

The Programme Director

DILRMP, E-GOV & GIS Cell,

Land Revenue & Disaster Management Department, Govt. of Sikkim

SITCO Building, Deorali

Gangtok, Sikkim-737102

As per the bank format mentioning the below points in detail.

WHEREAS <Name of the Selected Bidder>, having its registered office at < Address > (hereinafter referred to as "the Agency") has undertaken, in pursuance of Work Order No. / P.O. No. dated (hereinafter referred to as "the WO"), for providing (name of the job/services).

AND WHEREAS it has been stipulated in the Agreement that the Agency shall furnish a Bank Guarantee ("the Performance Guarantee") from a Nationalized or Scheduled Commercial Bank for the aforesaid services.

WHEREAS we, (name & address of Bank) (herein referred to as "the Bank") have agreed to give **Department of Land Revenue & Disaster Management, Sikkim**, the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

The Bank hereby irrevocably and unconditionally during its currency, guarantees the payment of .
..... (.....) **(Performance Guarantee amount)** to **Department of Land Revenue & Disaster Management, Sikkim** under the terms of the Agreement on account of full or partial non-performance/ non-implementation and / or delayed and /or defective performance/ implementation. Provided, however, that the maximum liability of the Bank under this Performance Guarantee shall not under any circumstances exceed in aggregate (Performance Guarantee amount).

In Pursuance of this Guarantee, the Bank shall upon the receipt of a written demand in original on or before the claim expiry date from **Department of Land Revenue & Disaster Management, Sikkim** stating full or partial non-implementation and/ or delayed and/ or defective implementation, which shall not be called in question, in that behalf and without delay/ demur or set off, pay to **Department of Land Revenue & Disaster Management, Sikkim** on receipt of written demand in original on or before (Performance Guarantee Claim expiry date) any and all guaranteed sums demanded by **Department of Land Revenue & Disaster Management, Sikkim** under the said demand notice, subject to the maximum limits specified in Clause 1 above i.e. (Performance Guarantee amount). A notice from **Department of Land Revenue & Disaster Management, Sikkim** to the Bank shall be sent by Registered Post / Courier and must be received by the Bank at their counters in original on or before the Performance guarantee claim expiry date. <Performance Guarantee claim expiry date shall be Guarantee Expiry Date + 1 Year>.

This Performance Guarantee shall come into effect from the date of its issue and shall remain in force up to and including (Performance Guarantee Expiry Date).

The Bank also agrees that **Department of Land Revenue & Disaster Management, Sikkim** at its option shall be entitled to enforce this Performance Guarantee against the Bank as a Principal guarantor, in the first instance without proceeding against the Selected Bidder and notwithstanding any security or other guarantee that **Department of Land Revenue & Disaster Management, Sikkim** may have in relation to the Selected Bidder's liabilities.

If mutually agreed to by **Department of Land Revenue & Disaster Management, Sikkim** and the Selected Bidder, this Performance Guarantee may at the Bank's sole discretion be extended beyond (Performance Guarantee expiry date).

The terms of this guarantee will be governed by Indian law and subject to the exclusive jurisdiction of the courts of Gangtok.

This guarantee is non-assignable and nontransferable. Notwithstanding anything contained herein above,

Our liability under this Bank Guarantee shall not exceed (Performance Guarantee amount).

This Bank Guarantee shall be valid up to (Performance Guarantee Expiry Date).

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if any claim or demand is received by us in writing at this office by hand, by post or by courier, in original by close of banking hours, on or before (Performance Guarantee claim expiry date), thereafter the Bank will stand discharged of all its liabilities in all respect whether or not the original Bank Guarantee is returned to us.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this day of , 2024 at .

Dated.....day of For and on behalf of the <Bank>

(indicate the Bank)

Signature

(Name & Designation) Bank's Seal

7.7 ANNEXURE -VII

7.7.1 Commercial Bid covering letter

(In Company's Letter Head)

To

The Programme Director

DILRMP, E-GOV & GIS Cell,

Land Revenue & Disaster Management Department, Govt. of Sikkim

SITCO Building, Deorali, Gangtok, Sikkim-737102

Dear Sir,

1. Having examined Request For Proposal (RFP) number -----

----- dated ----- the receipt of which is hereby acknowledged, we, the undersigned, offer development of web application for Land Records, Registration and Mutation process, in full conformity with the said RFP, for a total project cost per state as given below.

2. The above amount is in accordance with the Price Schedules herewith made part of this bid as per the Commercial bid template.

3. We declare that we have studied RFP and are making this proposal with the stipulation that you should award us a contract for development of web application for Land Records, Registration and Mutation process, identifying separately including all other services specified in the contract documents.

4. We have read the provisions of RFP and confirm that these are acceptable to us.

5. We further declare that additional conditions, variations, deviations, if any, found in the proposal other than those listed in attachment pertaining to any rebates offered, shall not be given effect to.

6. We undertake, if our bid is accepted, to commence the work on the project immediately upon your Notification of Award to us, and to achieve completion within the time stated in the bidding documents.

7. If our bid is accepted, we undertake to execute all contractual documents and provide all securities & guarantees as required in the bid document.

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

9. We agree to abide by this bid, consisting of this letter, technical bid and Commercial bid, for a period of bid validity from the date fixed for submission of bids as stipulated in the RFP, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Dated this [insert : number] day of [insert : month], [insert: year]

In the Capacity of [insert: title of position]

Duly authorized to sign this bid for and on behalf of [insert: name of the Bidder]

Address:

Authorized Signatory.

(Signature of the Bidder, with Official Seal)

7.7.2 Financial Bid Format

The Bidders are required to submit a Technical and Financial Bid in response to this tender. This section provides the outline, content, and the formats that the Bidders are required to follow in the preparation of their Financial Bids.

#	Scope of The Work	Unit	Approximate Qty	Unit Rate	Total Rate
1	Procurement of 30 CM 2D orthophoto HRSI	Sq. Km.	250		
2	GCP Collection as per Requirement through Dual Frequency DGPS (2 hrs observation in each point)	Points	250		
3	Geo-Referencing of 1950s Scan Map	Revenue Sheet	250		
4	Geo-Referencing/Spatial Adjustment of 1980s Vector Revenue Sheets & Seamless Mosaicking	Revenue Sheet	300		
5	Inhouse Parcel Boundary Updation, Digitization of Plot, Numbering & QA/QC & RoR data Attachment with Field QC	Hector	25000		
6	Resurvey of the Selected Area through DGPS & ETS	Hector	12500		
7	Development of WebGIS Portal & Dashboard	One Server Licence	1		
8	Annual Maintenance of the WebGIS Portal & Dashboard for 1 Year	Per Year	1		
9	Change Request / Enhancement of the Application if any	Per Man Hour	1		
		Total Cost			
		GST @18%			
		Final Cost with GST			

7.8 ANNEXURE- VIII – Undertaking on Being Not Blacklisted

This is to certify that << COMPANY / PARTNERSHIP FIRM NAME >> is not blacklisted by the Government of India or any of its agencies for any reasons, whatsoever and not blacklisted by any State / UT / Government, or its agencies for indulging in corrupt, or fraudulent practices or deficiencies of services or for indulging in unfair trade practices as on date of bid submission.

Company Secretary / Authorized Signatory Name of Signatory:

Bidder Name:

Date:

Place:

7.9 ANNEXURE- IX –Declaration of Acceptance of Terms and Conditions In RFP
(in company letterhead)

To
The Programme Director
DILRMP, E-GOV & GIS Cell,
Land Revenue & Disaster Management Department, Govt. of Sikkim
SITCO Building, Deorali
Gangtok, Sikkim-737102

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Ref [No] towards
“Selection of Firm for Establishment of Ground Control Points, Geo-Referencing, Digitization & Updation of Cadastral Maps from Satellite Imagery & Resurvey by DGPS/ETS & Development of WebGIS & Dashboard”. I declare that all the provisions of this Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully, (Signature of the Bidder)

Name Designation

Seal

Date:

Business Address:

7.10 ANNEXURE- X - Power of Attorney

(On a Stamp Paper of appropriate value)

BY THIS POWER OF ATTORNEY executed on this _____ day of _____, **2024**,
We, [Name of Company], a company incorporated under the laws of [Country] and having its registered office at [Address] (hereinafter referred to as the "Company") do hereby constitute, nominate, appoint and authorize:

Mr./Ms. [Name of Authorized Representative], residing at [Address of Authorized Representative], who is presently employed with us and holding the position of [Designation] in the Company, as our true and lawful attorney (hereinafter referred to as the "Attorney"), with full power and authority to act in our name and on our behalf, for the following purposes:

To represent the Company in relation to: Responding to the Request for Proposal (RFP) for [Project/Work Description] issued by [Name of the Client/Tendering Authority].

To sign and submit all documents, forms, agreements, and undertakings in relation to the said RFP, including but not limited to the proposal, technical and financial bids, clarifications, and amendments.

To attend meetings, conferences, and discussions, and to provide any additional information or clarifications that may be required by the client/tendering authority in connection with the said RFP.

To negotiate terms and conditions, and to bind the Company to any agreement or contract arising out of the acceptance of the Company's proposal in response to the RFP.

To take all necessary actions in connection with the Company's participation in the said RFP, and to represent the Company in all dealings with [Name of the Client/Tendering Authority] for the purpose of securing the contract.

AND we do hereby agree and undertake to ratify and confirm all acts, deeds, and things lawfully done by our said Attorney pursuant to the powers granted herein.

IN WITNESS WHEREOF, the Company has executed this Power of Attorney through its authorized representative on the date mentioned above.

For [Company Name]

Signature: _____

Name: _____

Designation: _____

Date: _____

(Company Seal)

1. Witnesses:

i. _____

ii. _____

2. Accepted by:

Mr./Ms. [Name of Authorized Representative]

Signature: _____

Date: _____

7.11 ANNEXURE -XI – Bank Guarantee Format for Earnest Money Deposit

Bank Address & e-mail ID:

BG No.:

Amount of Guarantee:

Guarantee Covers From:

PBG Expiry Date:

Claim Expiry Date:

PERFORMANCE SECURITY GUARANTEE BOND

1. In consideration of the Programme Director, DILRMP, E-GOV & GIS Cell, Land Revenue & Disaster Management Department, Govt. of Sikkim, SITCO Building, Deorali, Gangtok, Sikkim-737102 (hereinafter called "DILRMP") having agreed to exempt M/s. hereinafter called "the said contractor(s)" from the demand under the terms and conditions of an agreement /LOI/Advance Purchase Order No.; Dated:20.. made between DILRMP andfor the Selection of Firm for Establishment of Ground Control Points, Geo-Referencing, Digitization & Updation of Cadastral Maps from Satellite Imagery & Resurvey by DGPS/ETS & Development of WebGIS & Dashboard (hereinafter called "the said agreement "), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for the period of months, We, Bank, (hereinafter referred to as "The Bank") at the request of M/s.(contractors) do hereby undertake to pay to DILRMP an amount not exceeding Rs. (Rupees Only) against any loss or damage caused to or suffered or would be caused to or suffered by DILRMP by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, Bank, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from DILRMP by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee where the decision of DILRMP in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We undertake to pay to DILRMP any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
4. We, BANK, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of DILRMP under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till DILRMP certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of (as specified in the agreement) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We, Bank, further agree with DILRMP that DILRMP shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by DILRMP against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of DILRMP or any indulgence by DILRMP to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).
7. We, Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of DILRMP in writing.

Dated _____ day of _____ **20**
For _____ (Bank)