



gWALIOR
Smart City

Request for Proposals
For
Selection of Service Provider for undertaking GIS based
Mapping of Properties and Utilities for Gwalior Smart City
Development Corporation Limited (GSCDCL)
Volume – I
Instructions to Bidders

NIT Number: GSCDCL/66/E-Tendering/2018-19

Dated: 29-August-2018

Gwalior Smart City Development Corporation Limited

Gwalior Municipal Corporation, Narayan Krishna Shejwalkar
Bhawan, City Center, Gwalior- 474011, Madhya Pradesh

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NOTICE INVITING TENDER

NIT No. GSCDCL/66/E-Tendering/2018-19

Date: 29/8/2018

Gwalior Smart City Development Corporation Limited (GSCDCL) invites online bids from eligible bidders through www.mpeproc.gov.in for “**Selection of Service Provider for undertaking GIS based Mapping of Properties and Utilities**”.

The details are as under.

S. No.	Event's Name	Information
1	Estimated Cost of the work	Rs. 11,50,00,000 (Rupees Eleven Crore Fifty Lakh Only)
2	Tender document Fee	Rs. 30,000 (Rupees Thirty Thousand Only) through Online e-Tendering Payment Gateway only
3	Earnest Money Deposit (EMD)	Rs. 5,75,000 (Rupees Five Lakh Seventy Thousand Only) through Online e-Tendering Payment Gateway only
4	Last date for sending pre-bid queries	07 th September 2018 till 17:00 hrs. at gscdcltender@gmail.com
5	Date, Time & Place of Pre-bid Meeting	12 th September 2018 at 15:00 hrs. Venue: Chamber of Chief Executive Officer, Gwalior Smart City Development Corporation Limited Gwalior Municipal Corporation, Narayan Krishna Shejwalkar Bhawan, City Center, Gwalior, Madhya Pradesh
6	Last date for Online Purchase of Tender Document	19 th September, 2018 till 17:30 hrs.
7	Last date of Online Submission of Bids	20 th September, 2018 till 17:30 hrs.
8	Date & Time for Opening of Pre-Qualification and Technical Proposal	21 st September, 2018 at 16:00 hrs.
9	Date & Time for Opening of Financial Proposals	29 th September, 2018 at 16:00 hrs. . (in case any change will be intimated to the technically qualified bidders)
10	Project Award Criteria	Through Quality and Cost Based Selection Process (70:30)

-Sd-

Executive Director

Gwalior Smart City Development Corporation Limited



Table of Contents

Definition of Terms	7
1. Instructions to Bidders	12
1.1. General Information and Guidelines	12
1.1.1. RFP Format	12
1.1.2. Purpose	12
1.1.3. The Bidder	12
1.1.4. Sub-Contracting.....	14
1.1.5. Completeness of Bid.....	14
1.1.6. Proposal Preparation Costs	14
1.1.7. Pre-bid Meeting and Queries.....	14
1.1.8. Amendment of RFP Document.....	15
1.1.9. Supplementary Information to the RFP	15
1.1.10. GSCDCL's Right to Terminate the Process.....	15
1.1.11. Site Visit and Verification of Information.....	15
1.2. Key Requirements of the Bid	16
1.2.1. RFP Document/Tender Fee.....	16
1.2.2. Earnest Money Deposit (EMD).....	16
1.3. Bid Submission Instructions	17
1.3.1. Bid Submission Format.....	17
1.3.2. Bid Submission Instructions	17
1.3.3. Late Bid and Bid Validity Period	18
1.3.4. Modification and Withdrawal of Bids.....	18
1.3.5. Non-conforming Bids.....	18
1.3.6. Language of Bids	18
1.3.7. Authentication of Bid	19
1.3.8. Acknowledgement of Understanding of Terms	19
1.4. Evaluation Process	19
1.4.1. Bid Opening	19
1.4.2. Evaluation of Pre-Qualification Proposals	20
1.4.3. Evaluation of Technical Proposal.....	20
1.4.4. Financial Proposal Evaluation.....	21
1.4.5. Pre-Qualification Criteria.....	21
1.4.6. Technical Evaluation Criteria.....	26



1.4.7.	Team Evaluation Matrix.....	27
1.4.8.	Eligible Goods and Services, and OEM Criteria.....	30
1.5.	Award of Contract	31
1.5.1.	Award Criteria.....	31
1.5.2.	Letter of Acceptance.....	32
1.5.3.	Signing of Contract.....	32
1.5.4.	Failure to Agree With the Terms & Conditions of the RFP / Contract.....	32
1.5.5.	GSCDCL's Right to Accept any Bid and to Reject any or All Bids.....	32
1.6.	Right to Vary Quantity	33
1.7.	Warranty & Maintenance	33
1.8.	Project Duration.....	34
1.9.	Integration Requirement.....	35
1.10.	Implementation Human Resource Requirement	35
1.11.	Operation and Maintenance for 5 (Five) years	36
1.12.	Project Implementation Schedule, Deliverables and Payment Terms	37
1.13.	Documentations	40
1.14.	Product Upgrades	40
1.15.	Assumptions	40
1.15.1.	Collaboration and Networking.....	41
1.15.2.	Security Audit.....	41
	Annexure 1 - Guidelines for Pre-Qualification Proposal	42
	Annexure 1.3 - Format to share Bidder's and Bidding Firms Particulars	42
	Annexure 1.1 - Check-list for the Pre-Qualification Proposal	43
	Annexure 1.2 - Pre-Qualification Cover Letter	45
	Annexure 1.4. - Format to Project Citation (Refer Annexure 2.6)	48
	Annexure 1.5 - Consortium Agreement	49
	Annexure 2. - Guidelines for Technical Proposal	51
	Annexure 2.1 - Check-list for the documents to be included in the Technical Proposal	51
	Annexure 2.2. - Technical Bid Cover Letter	53
	Annexure 2.3 - Project Implementation Approach	55
	Annexure 2.4. - Format for OEM Authorization	56
	Annexure 2.5 – Format for Project Citation	57
	Annexure 2.6 –Format for CV of Key Personnel	58
	Annexure 3 – Guidelines for Financial Proposal	59
	Annexure 3.1 - Financial Proposal Cover Letter	59
	Annexure 3.2 - Financial Proposal Format & Instructions	61
	Annexure 4 - Format for Declaration by the bidder for not being Blacklisted / Debarred	67
	Annexure 5 - Format of sending pre-bid queries	68



Annexure 6 - Power of Attorney	69
Appendix 7 – Format for Annual Turnover	72
Annexure 8 – Format for Performance Bank Guarantee	73
Annexure 9: Draft Tripartite Services Agreement	77



DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Gwalior Smart City Development Corporation Limited (the "Authority") or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder or Contractor, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.



Definition of Terms

1. **Agreement/Contract** means; the Contract entered into by the parties with the entire documentation specified in the RFP.
2. **Applicable Law(s)** means; any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project.
3. **Authority** means; the Gwalior Smart City Development Corporation Limited. The project shall be executed in Gwalior and shall be owned by Gwalior Municipal Corporation.
4. **Contract Value** means; the price payable to the successful bidder under this Contract for the full and proper performance of its contractual obligations
5. **Document** means; any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents as per IT Act 2000.
6. **Service level agreement (SLA)** is the service level and performance commitment of a Service Provider to AUTHORITY that defines the performance output and availability of the deliveries and installations under this RFP Requirements.
7. **Consortium** means; the entity named in the contract for any part of the work has been sublet with the consent in writing of the AUTHORITY and the heirs, legal representatives, successors and assignees of such person.
8. **OEM** means; the Original Equipment Manufacturer of any equipment / system / software / product which are providing such goods to the AUTHORITY under the scope of the RFP.
9. **Services** means; the work to be performed by the successful bidder pursuant to the RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the AUTHORITY.



Acronyms

Acronyms	Description
3D	Three Dimensional
ABD	Area Based Development
AMC	Annual Maintenance Contract
AMRUT	Atal Mission for Rejuvenation and Urban Transformation
AMS	Asset Management System
API	Application Program Interface
ASI	Archaeological Survey of India
ATM	Automatic Teller Machine
ATS	Annual Technical Support
AV	Audio Visual
BEC	Bid Evaluation Committee
BSNL	Bharat Sanchar Nigam Limited
BOM	Bill of Material
BOQ	Bill of Quantity
CAD	Computer Aided Design
CAMP	Comprehensive Annual Maintenance Period
CAPEX	Capital Expenditure
CBT	Computer Based Tutorial
CEO	Chief Executive Officer
CERT-IN	Computer Emergency Response Team – India
CMMi	Capability Maturity Model Integration
COTS	Commercial Off The Shelf
CS	Computer Science
CSS3	Cascading Style Sheets version 3
CV	Curriculum Vitae
DC	Data Centre
DD	Demand Draft
DEM	Digital Elevation Model
DGPS	Differential Global Positioning System
DR	Disaster Recovery
DSS	Decision Support System
eFDR	Electronic Fixed Deposit Receipt
EMD	Earnest Money Deposit
EPL	Electronic Pipe Locator
ER	Entity Relationship
ERP	Enterprise Resource Planning
FDR	Fixed Deposit Receipt
GCP	Ground Control Point
GIGW	Guidelines for Indian Government Websites



Acronyms	Description
GIS	Geographic Information System
GMC	Gwalior Municipal Corporation
GST	Goods and Service Tax
GoI	Government of India
GoMP	Government of Madhya Pradesh
GPR	Ground Penetrating Radar
GPS	Global Positioning System
GSCDCL	Gwalior Smart City Development Corporation Limited
HRSI	High Resolution Satellite Imagery
HTML5	Hyper Text Markup Language version 5
H/W	Hardware
ICCC	Integrated Command and Control Centre
ICT	Information Communication Technology
ID	Identity
IDC	International Data Corporation
INR	Indian National Rupee
IoT	Internet of Things
IR	Infrared
ISO	International Organization for Standardisation
IT	Information Technology
ITeS	Information Technology Enabled Services
IT	Information Technology
ITIL	Information Technology Infrastructure Library
LIDAR	Light Detection and Ranging
LOA	Letter of Award
LLP	Limited Liability Partner
MP	Madhya Pradesh
MPMKVVC	Madhya Pradesh Madhya Kshetra Vidyut Vitaran Company
MSL	Mean Sea Level
NCR	National Capital Region
NEFT	National Electronic Fund Transfer
NGO	Non Government Organization
NRSC	National Remote Sensing Centre
NSDI	National Spatial Data Infrastructure
NUIS	National Urban Information System
O&M	Operation and Maintenance
OEM	Original Equipment Manufacturer
OPEX	Operational Expenditure
OS	Operating System
PBG	Performance Bank Guarantee
PDA	Personal Digital Assistant



Acronyms	Description
PSU	Public Sector Unit
QA/QC	Quality Analysis / Quality Control
RADAR	Radio Detection and Ranging
RBAC	Role Based Access Control
RFP	Request for Proposal
RPC	Rational Polynomial Coefficient
RTGS	Real Time Gross Settlement
SCADA	Supervisory Control and Data Acquisition
SCM	Smart City Mission
SCP	Smart City Proposal
SDK	Software Development Kit
SI	Service Provider
SLA	Service Level Agreement
SP	Service Provider
SPV	Special Purpose Vehicle
Sq. Km	Square Kilometre
SQL	Structured Query Language
SRS	Software Requirement System
STQC	Standardisation Testing and Quality Certification
S/W	Software
TCB	Total Cost of Bid
TPA	Third Party Auditors
UAT	User Acceptance Testing
UI	User Interface
ULB	Urban Local Body
UTM	Universal Transverse Mercator
W3C	World Wide Web Consortium
WCAG	Web Content Accessibility Guidelines
WGS	World Geodetic System



Instructions to Bidders



1. Instructions to Bidders

1.1. General Information and Guidelines

1.1.1. RFP Format

The Request for Proposal (RFP) consists of 3 (Three) Volumes viz.

1. RFP Volume I: Instructions to Bidders

The Volume I contains;

- Instructions with respect to the bid process management, technical evaluation framework, and the technical & financial forms.
- Information regarding the Project Implementation Plan, business requirements/applications to be covered and corresponding process related documentation for the selected bidder.

2. RFP Volume II: Scope of Work

- The Volume II contains; scope of work for the selected bidder and functional requirements.

3. RFP Volume III: Master Service Agreement

The Volume III contains; the contractual, legal terms & conditions applicable for the proposed engagement.

1.1.2. Purpose

AUTHORITY seeks the services of a Service Provider, for “GIS mapping of Properties and Utilities for GSCDCL”. This document provides information to enable the bidders to understand the broad requirements to submit their Proposals. The detailed scope of work is provided in [Section 2.0](#) of Vol II of this RFP.

1.1.3. The Bidder

- The Bidder for participation in the Selection Process, may be a single entity or a group of entities (the “Consortium”), coming together to execute the project. The term 'Bidder' used herein would apply to both a single Entity and a Consortium.
- No Member at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement/Contract except with prior written consent of AUTHORITY.
- No bidder applying individually, or as a member of a Consortium, as the case may be, can be member of another consortia bidding for the project.
- In the event the Bidder is a Consortium, it shall, comply with the following additional requirements:
 - Number of members in a consortium shall not exceed 2 (Two) including the Lead Member



- b) The Members of the Consortium shall nominate one member as the Lead Member
- c) The Members of the Consortium shall be responsible for successful implementation of the project throughout the terms of the contract.
- d) The Lead Member shall be authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to this RFP.
- e) The Members of the Consortium shall submit a declaration as set out in [Annexure 1.5](#) inter alia consisting of the following:
- Undertake that each of the members of the Consortium shall have an independent, definite and separate scope of work which was allocated as per each member's field of expertise
 - Commit to the profit and loss sharing ratio of each member
 - Commit to the scope of work, rights, obligations and liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement,
 - Provide a brief description of the roles and responsibilities of individual members; and clearly define the proposed administrative arrangements (organization chart) for the management and execution.
- f) The lead bidder shall be jointly & severally responsible for complete scope, whereas partner/s shall be severally responsible only for its/their respective scope Any change of a Consortium Member other than the Lead Member can be done only under extreme circumstances such as non-performance of the Consortium member, insolvency or bankruptcy of the Consortium member, which shall be done only with the prior written approval of AUTHORITY. Provided that in the event of any such approved change of Consortium member, the new member (company) replacing outgoing Consortium member shall have same or higher financial, technical and legal qualifications as the outgoing member, and to the satisfaction of GSCDCL. In the event AUTHORITY does not grant approval for the change of the Consortium member other than the Lead Member or suitably qualified replacement member (companies) are not available/ found, the exit of such Consortium member shall constitute a breach of the Contract.
- g) All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulges in Prohibited Practices; the whole Consortium is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of



Last Date of Submission, it would not be eligible to submit a Proposal either by itself or as part of a Consortium.

1.1.4. Sub-Contracting

The bidder would not be allowed to sub-contract work, except for the following:

1. Field Survey Work
2. Procurement and maintenance of IT hardware

Sub-contracting shall be allowed only with prior written approval of Authority. However, even if the work is sub-contracted, the sole responsibility of the work shall lie with the lead bidder. The lead bidder shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to Authority.

1.1.5. Completeness of Bid

The Bid should be complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Bid. The Authority's decision would be final and no further communication will be entertained in this regard.

1.1.6. Proposal Preparation Costs

1. The bidder shall submit the bid at its own cost and expenses. AUTHORITY shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over AUTHORITY.
2. All materials submitted by the bidder shall be the absolute property of AUTHORITY and no copyright etc. shall be entertained by AUTHORITY; however, all information provided as a part of our proposal shall be confidential, and shall not be shared to any third party without the prior consent of the Bidder.

1.1.7. Pre-bid Meeting and Queries

1. AUTHORITY will host a Pre-Bid meeting as per the date mentioned in the NIT sheet. **The representatives, limited to 2**, of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the RFP. Pre-Bid meeting will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project. All Bidder shall e-mail their queries to **gscdcltender@gmail.com** in the form and manner as prescribed in **Annexure 5**. The response to the queries will be published on **www.mpeproc.gov.in**. No telephonic queries will be entertained thereafter. This



- response of AUTHORITY shall become integral part of RFP document.
2. AUTHORITY shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, AUTHORITY reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring AUTHORITY to respond to any question or to provide any clarification.
 3. AUTHORITY may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by AUTHORITY shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by AUTHORITY or its employees or representatives shall not in any way or manner be binding on AUTHORITY.

1.1.8. Amendment of RFP Document

- 1 All the amendments made in the document would be published on the e-Tendering Portal (www.mpeproc.gov.in) and shall be part of RFP.
- 2 The Bidders are advised to visit the e-tendering portal on regular basis to check for necessary updates. AUTHORITY also reserves the right to amend the dates mentioned in this RFP.

1.1.9. Supplementary Information to the RFP

If AUTHORITY deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

1.1.10. GSCDCL's Right to Terminate the Process

AUTHORITY may terminate the RFP process at any time and without assigning any reason. AUTHORITY reserves the right to amend/edit/add/delete any clause of this RFP Document. This will be informed to all and will become part of the RFP and information for the same would be published on the e-Tendering portal.

1.1.11. Site Visit and Verification of Information

The Bidders are encouraged to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for submission of the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.



1.2. Key Requirements of the Bid

1.2.1. RFP Document/Tender Fee

RFP can be downloaded from the website www.mpeproc.gov.in. RFP Document Fee of Rs. 30,000 (Rupees Thirty Thousand Only) shall be paid through online e-Tendering Payment Gateway only. The RFP document fee shall be non-refundable. Without the payment of tender fee the bids will be taken as incomplete and non-responsive and shall not be considered.

1.2.2. Earnest Money Deposit (EMD)

- 1 In terms of this RFP, a Bidder is required to submit EMD of Rs. 5,75,000 (Rupees Five Lakh Seventy Five Thousand Only) through the online system only on the e-tendering portal (www.mpeproc.gov.in) against the said RFP.
- 2 Unsuccessful Bidders' EMD will be returned within 180 days from the last date of bid submission. The EMD of the successful bidder would be returned upon submission of Performance Bank Guarantee (for an amount equal to 5% of Total Contract Value) in the format provided in [Annexure 8](#) of the RFP. The EMD should be valid for a period of 180 days from the date of submission of bid document.
- 3 No interest will be paid by AUTHORITY on the EMD amount and EMD will be refunded to the all Bidders (including the successful Bidders) without any accrued interest on it.
- 4 The Bid submitted without EMD will be summarily rejected.
- 5 The EMD may be forfeited:
 - a. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - b. In case of a successful bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions of this RFP, despite deviations being adequately considered by the Authority.
 - c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - d. If, during the bid process, any information is found false/fraudulent/mala fide, and then AUTHORITY shall reject the bid and, if necessary, initiate action.
- 6 The decision of AUTHORITY regarding forfeiture of the EMD shall be final and binding upon all the bidders.
- 7 In case the bidding process is not completed within the period of 180 Days, GSCDCL may request for extending the validity of EMD and accordingly EMD should be extended by the Bidders.



1.3. Bid Submission Instructions

1.3.1. Bid Submission Format

The entire Bid shall be submitted strictly as per the format specified in this RFP. Bids with any deviation from the prescribed format are liable for rejection.

1.3.2. Bid Submission Instructions

1. Complete bidding process will be online (e-Tendering) in three separate documents.

Particulars	Instructions
Document 1	Proof of submission of RFP Document Fee and EMD
Document 2: Pre-Qualification Proposal	The Pre-Qualification Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in Annexure 1 of the RFP Pre-Qualification Proposal should be submitted through online bid submission process as mentioned in the NIT.
Document 3: Technical Proposal	The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in Annexure 2 of the RFP Technical Proposal should be submitted through online bid submission process as mentioned in the NIT.
Document 4: Financial Proposal	The Financial Proposal shall be submitted in accordance with the requirements specified in this RFP and in the format prescribed in Annexure 3 of the RFP. Financial Proposal shall be submitted online only .

Note: AUTHORITY will conduct the bid evaluation based on documents submitted through online e-tendering portal.

2. The following points shall be kept in mind for submission of bids;

- a. AUTHORITY shall not accept delivery of Bids in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
- b. The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Contract, without any



- exclusions / omissions / exceptions. Price to be inclusive of all adjunct / ancillary services and works, whether specifically mentioned or not
- c. AUTHORITY may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.
 - d. Technical Proposal shall not contain any financial information.
 - e. If any Bidder does not qualify the pre-qualification criteria stated in [Section 1.4.5](#) of this RFP, the technical and financial proposals of the Bidder shall not be opened. Similarly, if the Bidder does not meet the technical evaluation criteria, the financial proposal of the Bidder shall be unopened in the e-Tendering system.
 - f. It is required that all the proposals submitted in response to this RFP should be unconditional in all respects, failing which AUTHORITY reserves the right to reject the proposal.

1.3.3. Late Bid and Bid Validity Period

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the bids submitted before deadline shall be till 180 days from the date of submission of the bid.

1.3.4. Modification and Withdrawal of Bids

No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the validity period specified by the Bidder on the bid form. Entire EMD shall be forfeited if any of the Bidders withdraw their bid during the validity period.

1.3.5. Non-conforming Bids

A Bid may be construed as a non-conforming proposal and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP
- b. If the Bid does not follow the format requested in this RFP or does not appear to address the particular requirements of AUTHORITY.

1.3.6. Language of Bids

The Bids should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at AUTHORITY's discretion.



1.3.7. Authentication of Bid

- a. Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.
- b. The Bidder should submit a Power of Attorney as per the format set forth in [Annexure 6](#), authorizing the signatory of the Bid to commit on behalf of the Bidder.

1.3.8. Acknowledgement of Understanding of Terms

By submitting a Bid, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

1.4. Evaluation Process

- a. AUTHORITY will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders
- b. The BEC constituted by AUTHORITY shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained outside the process of negotiation/ discussion with the Committee.
- d. The BEC may seek clarifications from any bidder, as necessary proposals and may visit Bidder's client site to validate the credentials/ citations claimed by the bidder.
- e. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

1.4.1. Bid Opening

- a. Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened in the presence of the Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- b. AUTHORITY reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- c. Bid opening shall be conducted in 2 (Two) Stages;
 - Stage 1 - RFP Document fee & Bid Security/EMD, Pre-Qualification Proposal and Technical Proposal (online)



- Stage 2 - Financial Proposal (online)
- d. The venue, date and time for opening the Pre-qualification Proposal are mentioned in the Tender Notice in the RFP Volume I. The date and time for opening the Financial Proposals would be communicated to the qualified bidders.
- e. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for AUTHORITY, the bids shall be opened at the same time and location on the next working day. In addition to that, if there representative of the Bidder remains absent, AUTHORITY will continue process and open the bids of the all bidders.
- f. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether required EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order.

1.4.2. Evaluation of Pre-Qualification Proposals

- a) Authority shall open document no.1 named "RFP Document Fee and Earnest Money Deposit (EMD)". If the contents of the **document** are as per requirements of the RFP, AUTHORITY shall open document no. 2 marked "Pre-Qualification Proposal". ***Each of the Pre-Qualification condition mentioned in [Section 1.4.5 of the RFP is MANDATORY](#).*** In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- b) The Pre-Qualification proposal **MUST** contain all the documents in compliance with instructions given in the [Annexure 1](#).
- c) Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP and in the manner prescribed in [Section 1.4.5](#) of the RFP.

1.4.3. Evaluation of Technical Proposal

The evaluation of the Technical Proposals will be carried out in the following manner:

- a) Bidders' technical proposals will be evaluated as per the requirements and guidelines specified in the [Annexure 2](#) and technical evaluation criteria as mentioned in [Section 1.4.6](#) of the RFP.
- b) Bidders shall make the technical presentation and showcase proposed products to Authority as per the agenda mentioned in [Section 1.4.6](#) of the RFP.
- c) Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points. (Refer [Section 1.4.6](#) of the RFP). In order to qualify for the opening of financial proposal, the Bidder must get a minimum overall technical score of 60 (Sixty) points.
- d) The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and copy of work



order, client contact information for verification, and all others components) as required for technical evaluation.

- e) AUTHORITY shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

1.4.4. Financial Proposal Evaluation

- a) Financial Proposals for the technically qualified bidders will then be opened online on the notified date and time.
- b) Financial Proposals that are not meeting the condition mentioned in [Annexure 3](#) shall be liable for rejection.
- c) Total Cost of Bid (TCB) shall be calculated based on the financial format given in [Annexure 3.2](#) of the RFP.
- d) Arithmetical errors will be rectified on the following basis:
- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.
 - ii. If there is an error in a total corresponding to the addition or subtraction of subtotals and the total mentioned, the subtotals shall prevail and the grand total shall be corrected
 - iii. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

1.4.5. Pre-Qualification Criteria

Each bidder shall meet the following prequalification criteria:

S No	Basic Requirement	Specific Requirements	Documents Required
PQ1	Legal Entity	The Sole Bidder OR Consortium <ul style="list-style-type: none"> • Maximum 2 members are allowed in a consortium including Lead Member • Lead Member should be registered in India under Companies Act 1956/2013/ LLP Act 2008/Society Act or as amended and should have been in operation for at least 5 years as on date of submission of the bid 	<ul style="list-style-type: none"> • Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013 • Consortium agreement clearly stating the roles and responsibilities of each member



S No	Basic Requirement	Specific Requirements	Documents Required
		<ul style="list-style-type: none"> • Consortium member either should be registered in India under Companies Act 1956/2013/ LLP Act 2008 or as amended 	
PQ2	Turnover	<p>The Sole Bidder should have average annual Turnover of INR 22 Crore for last 3 audited financial years (2014-15, 2015-16 and 2016-17) from GIS/IT projects including but not limited to Base Map Creation/Updating, Surveying, GIS Application Software Development, and Implementation.</p> <p>In case of consortium:</p> <ul style="list-style-type: none"> • The Lead bidder should have minimum average annual turnover of INR 15 Cr from GIS/IT projects including but not limited to Base Map Creation/Updating, Surveying, GIS Application Software Development, and Implementation for last 3 audited financial years (2014-15, 2015-16 and 2016-17). • Other consortium member should have minimum average annual turnover of INR 10 Cr. from the business area of GIS/IT projects including but not limited to Base Map Creation/Updating, Surveying, GIS Application Software Development, and Implementation for last 3 audited financial years (2014-15, 2015-16, 2016-17). 	<ul style="list-style-type: none"> • Audited and Certified Balance Sheet and Profit/Loss Account for the last 3 (Three) Financial Years. • Certificate from the Statutory Auditor on turnover details from the “business areas” over the last 3 (Three) audited financial years 2014-15, 2015-16 and 2016-17
PQ3	Net Worth	The Sole Bidder or the Lead Member of consortium should have positive net worth as per the audited consolidated financial statements in each of the last 3 (Three) financial years 2014-15, 2015-16, 2016-17.	Certificate from the Statutory Auditor on net worth.



S No	Basic Requirement	Specific Requirements	Documents Required
PQ4	Blacklisting	As on date of submission of the proposal, the Sole Bidder or the Lead Member and each members of the consortium member, in case of a Consortium, shall not be under a declaration of ineligibility for corrupt or fraudulent practices with any of the State government/ Central Government / semi government / PSU / Municipal agencies in India at the time of submission.	Undertaking by the authorized signatory as per the format given as Annexure 4
PQ5	Certifications	The Sole Bidder or the Lead Member of consortium should possess below Certifications which are valid till bid validity: <ul style="list-style-type: none"> • ISO 9001:2008 or Higher for Software Development / System Integration AND • CMMI Level 3 or Higher for Software Development and Services (Mandatory) 	Valid Copy of certificates on the name of the Sole Bidder or Lead Member in case of consortium
PQ6	Local Presence	The Sole Bidder or the Lead Member of consortium, in case of a Consortium, should have office in Gwalior, Madhya Pradesh or should furnish an undertaking that the same would be established within 60 days of signing the contract, if project is awarded.	List and address of offices in Gwalior, Madhya Pradesh with GST Registration OR Undertaking from authorized signatory to open the local office with GST registration, within 60 days of signing the contract, if project is awarded
PQ7	Employees	The Sole Bidder or the Lead Member of consortium should have at least 200 employees in Technical role on their payroll for the proper execution of the project.	Declaration/Undertaking by an authorized signatory of the company needs to be submitted in this regard.



S No	Basic Requirement	Specific Requirements	Documents Required
PQ 8	Experience	The Sole Bidder or the Lead Member of consortium should have undertaken at least 3 (50 lakh each – single order) large scale successful GIS project implementation for the proposed GIS Platform in the last 3 years as on the last date of bid submission. At least one of these projects should have reached completion stage.	Copy of work order + Completion Certificates from the client
		The Sole Bidder or, in case of Consortium, the Lead Bidder or any member of Consortium must have been awarded and successfully executed at least one web GIS development project of contract value Rs. 50 lakh in India in last 5 years as on the last date of bid submission.	OR Copy of Work Order + Phase Completion Certificate from client.
		The Sole Bidder or, in case of Consortium, the Lead Bidder or any member of Consortium must have been awarded and successfully executed at least one project of field survey data collection using mobile/handheld electronic devices for at least 1,00,000 properties/units in India in the last 5 years as on last date of bid submission	Completion certificate /work order to include scope of work executed
		The Sole Bidder or the Lead Member, in case of consortium, should have a back-end support agreement/arrangement with GIS software license provider, the Original Equipment Manufacturers (OEMs) of IT Hardware, which includes the post-sales support activities for entire project duration (Implementation and O&M phase) (In case of 3rd party software application). (In case the license provider is bidding as an	The OEM/ License provider for GIS application's undertaking letter



S No	Basic Requirement	Specific Requirements	Documents Required
		individual bidder, a self- authorization will be permitted)	



1.4.6. Technical Evaluation Criteria

S. No.	Technical Evaluation Criteria	Points
TQ 1.0	Relevant Experience	50
TQ 1.1	The Sole Bidder or, in case of Consortium, the Lead Bidder or any member of Consortium must have been awarded and successfully executed at least one GIS based project which includes Base Map Creation/Updating, GIS Application Software Development, and Implementation, Software Support, training, support manpower & maintenance for a contract value Rs. 1 Crore and above for Central /State Government or PSU in India, in last five years as on the last date of bid submission. 5 Marks per Project (max 2 projects)	Max 10
TQ 1.2	The Sole Bidder or, in case of Consortium, the Lead Bidder or any member of Consortium must have been awarded and successfully executed in India at least one web GIS development project of contract value Rs. 50 Lakh in the last 5 years as on last date of bid submission 5 Marks per Project (max 2 projects)	Max 10
TQ 1.3	The Sole Bidder or, in case of Consortium, the Lead Bidder or any member of Consortium must have been awarded and successfully executed in India at least one project of field survey data collection using mobile/handheld electronic devices for at least 1,00,000 properties in the last five years as on last date of bid submission. Only one single work order has to be showcased against this criteria. In single order if no. of properties are:	Max 20
	>= 2 Lakh	20
	>= 1 Lakh < 2 Lakh	15
	< 1 Lakh	10
TQ 1.4	The Sole Bidder or, in case of Consortium, the Lead Bidder or any member of Consortium must have been awarded and successfully executed at least one project in India using GPR for identification of sub surface utilities in the last 5 years as on last date of bid submission for a contract value of Rs. 1 Crore. 5 Marks per Project (max 2 projects)	Max 10
TQ 2.0	Proposed Key Personnel (Requirement is provided in Section 1.4.7 in the RFP Volume I)	Max 25
TQ 2.1	Project Manager	5
TQ 2.2	GIS Manager	5
TQ 2.3	Application Developer	2
TQ 2.4	Database Expert	2
TQ 2.5	Solution Architect	3



S. No.	Technical Evaluation Criteria	Points
TQ 2.6	Business Analyst	3
TQ 2.7	Survey Manager	3
TQ 2.8	GPR Survey and Interpretation Specialist	2
TQ 3.0	Technical Presentation	25
	Presentation of the Proposed Solution, approach and methodology — Overall approach towards data acquisition, Application development, installation, implementation and maintenance of the solution and project management plan (15) — The bidder should demonstrate the envisaged solution showcasing the capabilities of property data integration with base map for approx. 20 to 30 properties with required analysis. (10)	To be awarded by Bid Evaluation Committee
	Total	100

Note: (a) Projects executed for bidder's own or bidder's group of companies shall not be considered.

(b) #The Technical presentation shall be made by the Project Manager only as per the details provided in the CVs.

Bidder who meets the minimum pre-qualification criteria shall be called for Technical Presentation (maximum duration of 40 Minutes) with respect to above technical evaluation criteria during Technical Bid Evaluation. Date, Time and Venue for the Technical Presentation will be informed later to qualified bidders. AUTHORITY reserves right to enquire bidder's customer where such a similar project execution has taken place.

1.4.7. Team Evaluation Matrix

S. No.	Resource Role	Maximum Marks	Other Requirements
1.	Project Manager	5	a) Educational Qualification: <ul style="list-style-type: none"> • BE / B. Tech (IT, CS, EC) with MBA (in relevant discipline)/ MS/M.Tech (in relevant discipline)= -- Marks • Else 0 b) Certification : <ul style="list-style-type: none"> • PMP / Prince 2 Certification = 2 Marks • Else 0



S. No.	Resource Role	Maximum Marks	Other Requirements
			<p>c) Work experience in the capacity of Project/ Program Manager in ICT implementation Projects:</p> <ul style="list-style-type: none"> • ≥ 10 years = -- Marks • ≥ 8 and < 10 years = -- Marks • ≥ 5 and < 8 years = -- Mark • Else 0 <p>d) Project management experience in Geo enabled survey implementation Projects of value $>$ Rs. 10 Crores:</p> <ul style="list-style-type: none"> • ≥ 3 Projects = -- Marks • 2 Projects = -- Marks • 1 Project = -- Mark • Else 0
2.	GIS Manager	5	<p>a) Educational Qualification:</p> <ul style="list-style-type: none"> • M.Sc/M.Tech in Geo-informatics/Remote Sensing or Equivalent = -- Marks • Post Graduate Degree in Geography or Equivalent with specialization in GIS = -- Marks • Else 0 <p>b) Work experience in the capacity of Project Manager in GIS implementation projects:</p> <ul style="list-style-type: none"> • ≥ 10 years = -- Marks • ≥ 8 and < 10 years = -- Marks • ≥ 5 and < 8 years = -- Mark • Else 0
3.	Application Development Lead	2	<p>a) Educational Qualification:</p> <ul style="list-style-type: none"> • BE / B. Tech with MS/M.Tech(in relevant discipline). = 1 Marks • BE / B. Tech / MCA = 0.5 Mark • Else 0 <p>b) Certification :</p> <ul style="list-style-type: none"> • Any in Software Development Certification = 1 Mark • Else 0 <p>c) Work experience in the capacity of Application Development Lead:</p> <ul style="list-style-type: none"> • ≥ 7 years = 2 Marks • ≥ 3 and < 7 years = 1 Mark • Else 0 (CS/IT)



S. No.	Resource Role	Maximum Marks	Other Requirements
4.	Database Expert	2	a) Educational Qualification: <ul style="list-style-type: none"> • BE / B. Tech with MS/M.Tech(in relevant discipline). = 2 Marks • BE / B. Tech / MCA = 1 Mark • Else 0 b) Certification : <ul style="list-style-type: none"> • In Database management (Certified in handling the database as mentioned in the proposal) = 2 Marks • Else 0 c) Work experience in the capacity of DBA: <ul style="list-style-type: none"> • >= 7 years = 2 Marks • >= 3 and <7 years = 1 Mark • Else 0
5.	Solution Architect	3	a) Educational Qualification: <ul style="list-style-type: none"> • BE / B. Tech with MS/M.Tech(in relevant discipline). = 2 Marks • BE / B. Tech / MCA = 1 Mark • Else 0 b) Certification : <ul style="list-style-type: none"> • Any in Solution Architect = 2 Marks • Else 0 c) Work experience in the capacity of Solution Architect: <ul style="list-style-type: none"> • >=7 years = 2 Marks • >=3 and <7 years = 1Mark • Else 0
6.	Business Analyst	3	a) Educational Qualification: <ul style="list-style-type: none"> • BSc/ BE / B. Tech with MBA/ MS/M.Tech(in relevant discipline). = 2 Marks • BE / B. Tech / MCA = 1 Marks • Else 0 b) Work experience in the capacity of Business Analyst / Functional Expert with experience in Property Tax Mapping and GIS based development is a MUST: <ul style="list-style-type: none"> • >=7 years = 4 Marks • >=3 and <7 years = 3 Marks • Else 0
7.	Survey Manager	3	a) Educational Qualification: <ul style="list-style-type: none"> • B.E. Civil / Post Graduate Degree in Geography or Equivalent = -- Marks • BE/BTech/Post Graduate in any discipline = -- Marks • Else 0



S. No.	Resource Role	Maximum Marks	Other Requirements
			b) Work experience in the capacity of Survey Manager in surveying projects involving property and utility mapping/socio economic data with GIS and handling a team of 15 people : <ul style="list-style-type: none"> • >=10 years = -- Marks • >=8 and < 10 years = -- Marks • >=5 and < 8 years = -- Mark • Else 0
8.	GPR Survey and Interpretation Expert	2	a) Educational Qualification: <ul style="list-style-type: none"> • B.E. Civil / Post Graduate Degree in Geography or Equivalent = 1 Marks • BE/BTech/Post Graduate in any discipline = 0.5 Marks • Else 0 b) Work experience in the capacity of GPR expert in surveying projects of utilities: <ul style="list-style-type: none"> • >=10 years = 1 Marks • >=8 and < 10 years = 0.5 Marks • >=5 and < 8 years = 0.25 Mark c) Else 0

- ***CVs needs to be provided in the format provided as [Annexure 2.6](#) in the RFP Volume I***
- ***Project Manager with anyone from above list of Key Personnel should share weekly/monthly progress report; shall attend all the weekly/monthly meetings with AUTHORITY and, should also represent the SP in all the important meetings.***
- ***SI should submit profiles of only those resources who shall be deployed on the project. Any change of resource should be approved by the Authority and compensated with equivalent or better resource. The Authority may interview the resources suggested by SP before their deployment on board. It does not apply in case of change requested by the Authority.***

1.4.8. Eligible Goods and Services, and OEM Criteria

- a. The Bidder shall quote only one specific make and model from only one specific OEM, for each of the goods. Providing more than one option shall not be allowed. All goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder.



- b. The OEM for each products or technology quoted should be in the business of that product or solution or technology for entire period of contract as on the date of release of the RFP.
- c. All the OEMs should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFP.
- d. The OEM for all active components should give a declaration that products or technology quoted are neither end-of-sale nor end-of-life as on the date of installation and commissioning and are not end-of-support till the successful completion of O&M period of the project as [Annexure 2.4](#) in the RFP
- e. The bidder's proposed OEM should not have been blacklisted by any State / Central Government Department or Central /State PSUs as on bid submission date.
- f. **Adequate supporting documents pertaining to the above points, along with a summary compliance table, should be submitted in the proposal by the Bidder.**

1.5. Award of Contract

1.5.1. Award Criteria

1. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Bidder. The Bidder shall bear all taxes (including GST), duties, fees, levies and other charges imposed under the Applicable Law as applicable. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm/F;$$

In which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration. Proposals will be 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 and Financial Proposal that will be **70:30 respectively**.

2. AUTHORITY reserves the right to further negotiate the prices quoted by the successful bidder.



3. Bidder achieving the highest combined technical and financial score will be considered to be the successful bidder and will be issued the Letter of Acceptance (LoA).
4. If there is more than one bidder achieving (combined technical and financial score) the equal score, AUTHORITY reserves the right to select the Bidder(s) and that will be binding on all bidders.

1.5.2. Letter of Acceptance

AUTHORITY will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. LoA will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, AUTHORITY will promptly notify each unsuccessful bidder.

1.5.3. Signing of Contract

AUTHORITY shall notify the successful bidder that its bid has been accepted. The successful bidder shall enter into contract agreement with AUTHORITY within the time frame mentioned in the Letter of Acceptance issued to the successful bidder by AUTHORITY.

1.5.4. Failure to Agree With the Terms & Conditions of the RFP / Contract

Failure of the successful bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event AUTHORITY may invite the next best bidder for negotiations or may call for fresh RFP.

1.5.5. GSCDCL's Right to Accept any Bid and to Reject any or All Bids

AUTHORITY reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for AUTHORITY's action.

Performance Bank Guarantee

- a) Within fifteen (15) working days from the date of issuance of LOA, the Successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) an amount equivalent to 5% of contract value to AUTHORITY.
- b) The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in [Annexure 8](#), payable on demand, for the due performance and fulfilment of the contract by the bidder.
- c) All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.



- d) The PBG shall be valid till satisfactory completion of Post Implementation Support. The PBG may be discharged/returned by AUTHORITY upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG. The PBG shall be valid only up to the completion of Go Live + O&M Phase.
- e) In case the project is extended after the project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the Successful Bidder till the extended period.
- f) In the event of the Bidder being unable to service the contract for whatever reason AUTHORITY would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of AUTHORITY under the contract in the matter, the proceeds of the PBG shall be payable to AUTHORITY as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. AUTHORITY shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- g) AUTHORITY shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him under this Agreement, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- h) On satisfactory performance and completion of the order in all respects and duly certified to this effect by AUTHORITY, Contract Completion Certificate shall be issued and the PBG would be returned to the Successful Bidder.

1.6. Right to Vary Quantity

- a) After the award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased / decreased by up to 20%, as necessary. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b) If AUTHORITY does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- c) Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

1.7. Warranty & Maintenance

- a) Successful Bidder shall also provide complete maintenance support for all supplied hardware and other components as outlined in this RFP for a period of 36 months from the date of **Go-Live**.



- b) At the time of delivery, the bidder shall warrant that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.
- c) AUTHORITY or designated representatives of the bidder shall promptly notify Successful Bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the Successful Bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to AUTHORITY and within time specified and acceptable to AUTHORITY.
- d) If the Successful Bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, AUTHORITY may proceed to take such reasonable remedial action as may be necessary, at the Successful Bidder's risk and expense and without prejudice to any other rights, which AUTHORITY may have against the bidder under the contract.
- e) During the comprehensive warranty period, the Successful Bidder shall provide all product(s), patches/fixes, within 15 days of their availability and should carry out installation and make operational the same at no additional cost to AUTHORITY.

The Successful Bidder hereby warrants AUTHORITY that:

- The supplied H/w & S/w meeting all the requirements as outlined in the RFP and further amendments if any and provides the functionality and performance, as per the terms and conditions specified in the contract.
- The proposed H/w & S/w shall achieve parameters delineated in the technical specification/requirement.
- The Successful bidder shall be responsible for warranty & maintenance services from licensors of products included in the systems for the entire contract period of 18 months + 5 (Five) Years onsite 100% comprehensive warranty after successful commissioning of system.
- The Successful bidder shall ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty and maintenance period.

1.8. Project Duration

The expected timeframe of the project will be 18 months (within which the project 'Go-Live' is to be declared). Thereafter a period of 5 years is being proposed for the Operation and Maintenance support.

1.9. Integration Requirement

The bidder is required to ensure that the proposed solution should be scalable enough to be integrated with existing and proposed applications as detailed below:

SI will be responsible for collecting data as listed under [Annexure 20 and 21 in Vol 2 of this RFP](#) from the Authority. The Authority will provide all necessary support to collect the required data.

1.10. Implementation Human Resource Requirement

Implementation team should comprise of, but not limited to the following:

#	Profile	Technical Qualification	Responsibility
1	Project Manager	As mentioned under section 1.4.7	Section 2, Vol - II
2	GIS Manager		
3	Application Developer		
4	Database Expert		
5	Solution Architect		
6	Business Analyst		
7	Survey Manager		
8	Senior Image Processing Expert	Relevant Experience	
9	Image Processing Expert		
10	Senior GIS Developer		
11	GIS Developer/Analyst		
12	GIS Digitization Supervisor		
13	GIS Digitization Operator		
14	Field Surveyors		
15	Senior Developer		
16	UI Designer		
17	Technical Writer		
18	Testing Lead		
19	Senior Tester		
20	Release Implementation Manager		
21	Security Expert		
22	Integration Expert		
23	GPR Survey Expert		

Note: Resources should be proposed on an onsite / offshore model in order to meet the requirements of the scope of work as mentioned in section 2 of Vol-II of this RFP.



1.11. Operation and Maintenance for 5 (Five) years

1. Once the systems have been commissioned, the successful bidder shall maintain the system (Hardware & Software) for the period of 5 (Five) years comprehensive annual maintenance period (CAMC).
2. The extension of the Operation and Maintenance contract after 5 (Five) years shall be based on the performance of the successful bidder and there shall be an annual increase which will be mutually agreed on the existing Operation and Maintenance cost for next 2 years. However, AUTHORITY reserves the right to extend the O&M contract based on the mutual agreement between the successful bidder and the AUTHORITY.
 - A. It shall involve but not limited to the following activities;
 - i. Ensure the desired functioning of the Interface / integration
 - ii. Software installation and testing whenever required
 - iii. Provide technical support on system parameters and requirement of AUTHORITY
 - iv. Provide handholding support and training services as part of the post implementation services, on a scheduled basis as well as on a need basis.
 - B. The comprehensive maintenance and warranty of hardware shall include following but not limited to these;
 - i. In case of failure, the Successful bidder needs to repair or replace the faulty part/component/device to restore the services at the earliest.
 - ii. The cost of the repairing or replacement of faulty part/component/device has to be entirely born by the Successful bidder.
 - iii. All expenses related to part/component/device, including hiring of specialized technical expertise, in case required, has to be borne by the Successful bidder as part of comprehensive maintenance.
 - iv. The Successful bidder also needs to make alternate arrangement in case of major failure happens in the H/w or S/w, due to which services may be effecting for longer period.
 - v. After repairing or replacement of the part/component/device, the Successful bidder needs to put the same into operation.

Note - No extra cost shall be remunerated by AUTHORITY on account of such operations & maintenance activities mentioned herein above.

3. O & M Team shall be available during all working hours and in case of all emergencies.
4. All costs related to O & M Team shall be considered in the OPEX, such as, lodging & boarding, local transportation, out-station travel, insurance, substitution / replacement, training etc.

1.12. Project Implementation Schedule, Deliverables and Payment Terms

A. Project Implementation and Payment Schedule

Project Implementation Schedule, Deliverables and Payment Terms shall be as per the Table below.

Milestone	Activity	Timeline	Payment Milestone
1	Contract Agreement Signed	T	
2	Submission of project plan for execution of Phase 1	T+1 Week	
3	Requirement gathering, GAP analysis and way forward, Submission of FRS & SRS	T+6 Weeks	
4	Approval of FRS and SRS by Authority	T+8 Weeks = T1	1%
5	Procurement of Satellite Image and base maps	T1+1 Month	2%
6	Web GIS and Mobile application development	T1+ 1 Month=T2	5%
Phase I			
7	— Digitisation of property footprint, — Undertaking survey and tagging property and utilities details as attribute — Identification of exceptions, — Data integration with the web GIS system	T2+2 Months	
8	Submission of first interim report highlighting completion of all aforementioned activities	T2+2 Months	
9	Approval of first interim report of Phase-I (Validation and acceptance by Authority)	T2+2.5 Months	7%
10	Submission of second interim report highlighting action taken for updating property tax demand & production of demand notices	T2+3.5 Months	
11	Approval of Second Interim Report of Phase - I	T2+4 Months	10%
12	UAT, Integration Testing and Approval of draft final documentation -Phase I (including test run of billing & collection , utility	T2+4.5 Months	



	layers & GIS)		
13	Acceptance and Sign off by AUTHORITY on Phase I	T2+5 Months = T3	5%
Phase II			
14	Submission of detailed project plan for execution of Phase 2	T3+2 Weeks	
15	<ul style="list-style-type: none"> — Digitisation of property footprint, — Undertaking survey and tagging property and utilities details as attribute — Identification of exceptions, — Data integration with the web GIS system 	T3+5 Months	
16	Submission of first interim report highlighting completion of all aforementioned activities under Phase II.	T3+5 Months	
17	Approval of first interim report on Phase-II (Validation and acceptance by Authority)	T3+6 Months	10%
18	Submission of final report highlighting action taken for updating property tax demand & production of demand notices, including test report of billing & collection, utility report for entire GMC area based on mapping and GPR survey.	T3+8 Months	10%
19	UAT, FAT and Integration Testing	T3+9 Months	
20	Go Live (Final Acceptance and Sign off by AUTHORITY) = G	T3+10 Months	20%
21	Training & Development (At regular interval of 6 months)	G+5 Years	5% To be paid in equal installments (Post Training Sessions)
22	Detailed Operation and Maintenance (O&M) Plan & Reports <ul style="list-style-type: none"> •Operation and maintenance procedures and guidelines •Tracking report of all project assets in real-time •Annual maintenance requirements, timelines, and schedules 	G+5 Years	25% To be paid in equal quarterly installments based on annual OPEX post GO-Live,



	<ul style="list-style-type: none"> •Detailed Approach of O&M teams with client's PMO team •Detailed plan for monitoring of SLAs and performance of the overall system •SLA Conformance & Compliance Report •Fortnightly Progress Report •Monthly SLA Monitoring Report and Exception Report •Quarterly Security Report •Issues logging and resolution report Cloud Consumption Report 		
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B. Other Terms & Conditions

1. No advance payment shall be made.
2. The Bidder's request(s) for payment shall be made to the AUTHORITY in writing, accompanied by an invoice describing, as appropriate, Acceptance certificate of services completed. The invoice should be submitted and upon fulfilment of other obligations stipulated in the contract.
3. The request for payment shall be made to the AUTHORITY in writing, accompanied by invoices describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
4. Due payments shall be made promptly by the AUTHORITY, generally within 30 (Thirty) days after submission of an invoice or request for payment by SP after Approval & Sign Off of the Milestone by AUTHORITY.
5. All remittance charges shall be borne by the SI.
6. In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
7. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective milestones.
8. Payment shall be made in Indian Rupees by RTGS / NEFT on Bank in the name of SI.
9. It is the responsibility of the bidders to quote for and provide all the H/w and S/w for meeting all the requirements of the RFP. All adjunct / ancillary hardware, software, equipment, services shall be construed to have been included in the Bid, whether specifically mentioned or not in the RFP / BOM.



1.13. Documentations

The selected SP shall provide the following documentations in hard as well as soft copies:

1. Detail Project Plan
2. Fortnightly progress reports
3. Software Requirement Specification (SRS) document containing detailed requirement capture and analysis including functional requirement, Interface Specifications, application security requirements.
4. Solution Architecture / Design document,
5. Technical document covering documentation of code, algorithms, Interfaces and APIs,
6. Source Code of application, Executable files, Master data configuration,
7. Technical Specification of all installed devices, Environment Details,
8. Database Structure document,
9. Training Manuals and literature
10. Systems Administration Manuals
11. User manuals,
12. Installation Manuals
13. Operational Manuals
14. Maintenance Manuals
15. Security policy and procedure for software including Password security, logical access security, operating system security, data classification, and application security and data backups.
16. AV Presentations / Video Tutorials including self-learning modules of the working of the product. This shall be used to inform the working of the solution to the architect and AUTHORITY both.

1.14. Product Upgrades

The selected bidder shall provide AUTHORITY with all new versions, releases, and updates to all the Software provided during the Operations and maintenance period without any additional cost. All such up-gradations to the solution should be submitted to AUTHORITY in the form of logs or AUTHORITY should be able to access the logs to all changes made to the system. All such upgrades or any part of the solution should undergo and comply with the security norms in terms of application and functional audits. All such Audit logs and reports should become a part of the quarterly submission by the bidder.

1.15. Assumptions

The SP shall perform majority of the work at its own premises as per the scope of work given in Section 2.0 of this RFP. The AUTHORITY during normal course of action will be liable to provide only seating space with access to primary needs (water and electricity). Hardware and Software required by the team of SP (deployed onsite) will need to be accounted for in the financial proposal to be submitted in response to this RFP for the entire project duration (including Go-live and O&M).

However, the SP shall be required to meet designated officials of the AUTHORITY once per week (day and time TBD) for a weekly status meeting. All project review meetings will be held at the AUTHORITY's facility and attended by the SI's representatives. The



AUTHORITY shall provide and arrange for meeting spaces within its facility for all required SP meetings.

Authority shall provide required assistance to make property details available to the SI. SP is expected to incorporate these details into the map after field visits and field verifications. SP must ensure that 100% properties are mapped with updated information. Any gaps in the data if found, must be corrected by the SI. Authority shall provide necessary support for ensuring completion of this task,

1.15.1. Collaboration and Networking

- a. It will be the responsibility of the SP to provide detailed requirements and support for transferring and ensuring that the application/solution is properly hosted on the ICCC. SP has to provide details pertaining to storage, software, supporting IT components that will be required at the Data Centre/ DR as part of hosting the applications.
- b. All the software (in case of COTS products) to be used by AUTHORITY shall be licensed to AUTHORITY and will be the property of AUTHORITY. The licenses shall be perpetual.
- c. The SP needs to ensure that appropriate sizing is done for storage and maintenance of the application for use by all users.
- d. The SP will be required to ensure adequate bandwidth needed to meet the portal requirement has been factored in and made available at ICCC (in coordination with Authority). Depending on the predicted bandwidth usage by SI, AUTHORITY will then decide to increase or decrease bandwidth requirements for the application at ICCC.
- e. It is the responsibility of the SP to provide detailed information pertaining to infrastructure and applications for meeting all the requirements and SLAs of the RFP., If it is felt that additional infrastructure and applications are required for meeting the RFP requirement and the same has not been factored in by the SP suitable penalty may be applied by the AUTHORITY on the SI.

1.15.2. Security Audit

- a. The SP should carry out security and vulnerability testing on the developed solution. Authority may involve Third Party Auditors (TPA) like STQC or CERT-In Empanelled Agency/ Security Auditors to perform the audit/review/monitor the developed solution/security testing done by SI. All the TPA as mentioned above will be appointed and paid by Authority directly. All tools/environment required for testing shall be provided by the SI.
- b. The SP shall note that the scope and other terms of this agreement may be subject to change upon mutual agreement so as to synchronize them with any future decisions of the Authority at costs to be borne by Authority.



Annexure 1 - Guidelines for Pre-Qualification Proposal

Annexure 1.3 - Format to share Bidder's and Bidding Firms Particulars

The Table below provides the format in which general information about the bidder must be furnished.

S No	Information	Details
1.	Name of Bidding firm:	
2.	Address and contact details of Bidding firm:	
3.	Firm Registration Number and Year of Registration	
4.	Web Site Address	
5.	Status of Company (Public Ltd., Pvt. Ltd., etc.)	
6.	EPF Registration No	
7.	Company's GST Registration No.	
8.	Company's Permanent Account Number (PAN)	
9.	Company's Revenue for the last 3 years (Year wise)	
10.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
11.	Telephone number of contact person:	
12.	Mobile number of contact person:	
13.	Fax number of contact person:	
14.	E-mail address of contact person:	

Please submit the relevant proofs for all the details mentioned above along with your Bid response

Authorized Signatory

Name

Seal



Annexure 1.1 - Check-list for the Pre-Qualification Proposal

S No.	List of Documents	File Name / Reference Page No.	Submitted (Y / N)	Description
1.	Proof of Tender Fee and EMD submitted			
2.	Bid Covering Letter As per format provided at Annexure 1.2			Reference No: Date of Letter:
3.	Bidders' Particulars As per format provided at Annexure 1.3			Name of Bidder(s):
4.	Consortium Agreement (in case of consortium) As per format provided at Annexure 1.5			Name of Lead Member: Name of Consortium member: Date of Agreement:
5.	Power of Attorney in favour of Authorized signatory As per format provided at Annexure 6			Date of PoA: Name of Authorize Person:
6.	Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013/ LLP Act 2008/Society Act or corresponding Act in abroad			Registration Number: Date of Incorporation:
7.	Audited and Certified Balance Sheet and Profit/Loss Account for the last 3 (Three) Financial Years. Certificate from the Statutory Auditor on turnover details from the "business areas" over the last 3 (Three) audited financial years 2014-15, 2015-16 and 2016-17. As per format provided at Annexure 7 Certificate from the Statutory Auditor on net worth.			Year-wise details of turnover Average Turnover: Net worth
8.	The Sole Bidder or the Lead Member of consortium should possess below Certifications which are valid till bid validity: <ul style="list-style-type: none"> • ISO 9001:2008 or Higher for Software Development / System Integration 			Issuing By: Issuing Date: Validity Date:



S No.	List of Documents	File Name / Reference Page No.	Submitted (Y / N)	Description
	<p style="text-align: center;">AND</p> <ul style="list-style-type: none"> • CMMI Level 3 or Higher for Software Development and Services (Mandatory) 			
9.	<p>Declaration for not blacklisted by Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal.</p> <p>As per format provided at Annexure 4</p>			Reference No: Date of Letter:
10.	List and address of office in Gwalior, Madhya Pradesh with GST Registration OR Undertaking from authorized signatory to open the local office with GST registration, within 60 days of signing the contract, if project is awarded.			Proof / Undertaking
11.	Declaration/Undertaking by an authorized signatory of the company certifying availability of at least 200 employees in Technical role on their payroll for the proper execution of the project.			



Annexure 1.2 - Pre-Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Date:

To

Executive Director

Gwalior Smart City Development Corporation Limited (GSCDCL)

Gwalior, Madhya Pradesh

Subject: Bid for “*Request for Proposal for Selection of Service Provider for undertaking GIS based Mapping of Properties and Utilities for GSCDCL*”

NIT No: -----

Dear Sir,

With reference to your “*Request for Proposal for Selection of Service Provider for undertaking GIS based Mapping of Properties and Utilities for GSCDCL*”, we hereby submit our Prequalification Proposal, Technical Proposal, and Financial Proposal, for the same.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the Authority can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidder for providing services.
- b. We have submitted EMD of INR [] and Tender fee of INR [] online through e-Tendering Portal (www.mpeproc.gov.in),
- c. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 180 days from the date of opening of pre-qualification bid prescribed by **Authority** and that we shall remain bound by a communication of acceptance within that time.
- e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f. In the event of acceptance of our bid, we do hereby undertake:
 - i. To supply the products and commence services as stipulated in the RFP document
 - ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
 - iii. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and



- handholding support, and inclusive of all out of pocket expenses, taxes (excluding GST), duties, levies, discounts etc.
- g. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
 - h. We understand that the **Authority** may cancel the bidding process at any time and that **Authority** is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
 - i. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact _____ email at _____

Thanking you,

Yours sincerely,

(Signature of the bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:





Annexure 1.4. - Format to Project Citation (Refer [Annexure 2.6](#))

Note: The Bidder is required to use the same format for all the projects referenced by the bidder for the Pre-Qualification criteria and technical bid evaluation.



Annexure 1.5 - Consortium Agreement

DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

[On Non-judicial stamp paper duly attested by notary public]

This Memorandum of Understanding (MoU) entered into this day of *[Date]* *[Month]* 2018 at *[Place]* among _____ (hereinafter referred to as "____") and having office at *[Address]*, India, as Party of the First Part and _____ (hereinafter referred to as "____") and having office at *[Address]*, as Party of the Second Part.

The parties are individually referred to as Party and collectively as Parties.

WHEREAS GSCDCL, has issued a Request for Proposal dated *[Date]* (RFP) from the Applicants interested in **Request for Proposal for Selection of Service Provider for undertaking GIS based Mapping of Properties and Utilities for GSCDCL:**

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

AS MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND

DECLARED AS FOLLOWS:

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
 - a. Submit a response jointly to Bid for the **"Request for Proposal for Selection of Service Provider for undertaking GIS based Mapping of Properties and Utilities for GSCDCL"** as a Consortium.
 - b. Sign Contract in case of award.
 - c. Provide and perform the supplies and services which would be ordered by the Authority pursuant to the Contract.
- ii. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Authority for **"Request for Proposal for Selection of Service Provider for undertaking GIS based Mapping of Properties and Utilities for GSCDCL"** and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.
- iii. The Parties shall be jointly and severally responsible and bound towards the Authority for the performance of the works in accordance with the terms and conditions of the RFP document, and Contract.
- iv. ----- (Name of Party) shall act as Lead Member of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:



- a. To ensure the technical, commercial and administrative co-ordination of the work package
- b. To lead the contract negotiations of the work package with the Authority.
- c. The Lead Member is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
- d. In case of an award, act as channel of communication between the Authority and the Parties to execute the Contract
- v. That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.
- vi. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:
 - Party A: _____
 - Party B: _____
- vii. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
- viii. That this MoU shall be governed in accordance with the laws of India and courts in Madhya Pradesh shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

(Party of the first part) (Party of the second part)

Witness:

i. ____

ii. ____



Annexure 2. – Guidelines for Technical Proposal

Annexure 2.1 - Check-list for the documents to be included in the Technical Proposal

S No.	List of Documents	Name of File / Reference page no.	Submitted (Y / N)	Description
1.	Technical Bid Covering Letter			Reference No: Date of Letter:
2.	Project Implementation Approach			-
3.	OEM Authorization Form As per format provided at Annexure 2.4			OEM Name: Date:
4.	Audited and Certified Balance Sheet and Profit/Loss Account for the last 3(Three) Financial Years. Certificate from the Statutory Auditor on turnover details from the “business areas” over the last 3 (Three) audited financial years 2014-15, 2015-16 and 2016-17 As per format provided at Annexure 7 Certificate from the Statutory Auditor on net worth.			
5.	Copy of Work order and completion certificate to support that the bidder has completed / substantially completed at least one GIS based project which includes Base Map Creation/Updating, GIS Application Software Development, and Implementation, Software Support, training, support manpower & maintenance for a contract value Rs. 1 Crore and above for Central /State Government or PSU in India, in last five years as on the last date of bid submission. As per Annexure 2.6			
6.	Copy of Work order and completion certificate to support that the bidder			



S No.	List of Documents	Name of File / Reference page no.	Submitted (Y / N)	Description
	has completed / substantially completed at least one web GIS development project of contract value Rs. 50 Lakh in last 5 years as on the last date of bid submission. As per Annexure 2.6			
7.	Copy of Work order and completion certificate to support that the bidder has completed / substantially completed at least one project of field survey data collection using mobile/handheld electronic devices for at least 1,00,000 <u>properties/units</u> in India in the last five years as on last date of bid submission As per Annexure 2.6			
8.	Copies of following Certifications: — CMMi Level 3 or above — ISO 9001:2008			
9.	CVs of proposed resources in required format As per Annexure 2.7			



Annexure 2.2. - Technical Bid Cover Letter

(To be submitted on the Letterhead of the responding firm)

Date: dd/mm/yyyy

To

**Executive Director
Gwalior Smart City Development Corporation Limited
Gwalior, Madhya Pradesh**

Sub : Request for Proposal for “ _____ ”

NIT No: -----

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for “ _____ ”

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in “ _____ ”, put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and GSCDCL or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Bank Guarantee issued by a nationalized bank in India, for a sum of equivalent to 5% of the contract value for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date of submission of Bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and GSCDCL.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to GSCDCL is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead GSCDCL as to any material fact.



We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]



Annexure 2.3 - Project Implementation Approach

Bidders are required to provide a detailed approach & methodology to execute the entire project. Bidders are advised to comply with the below provided headers/Approach components while detailing out their solution.

1. Understanding of requirement and Implementation approach
 - Understanding of requirements
 - Proposed Architecture and its components
 - Work Plan & its adequacy
2. Robustness and quality
 - End to end integrated solution proposed
 - Equipment deployment and integration approach encompassing all solutions
 - Timelines and modalities for implementation in a time bound manner
 - Project implementation approach or strategy and operations and maintenance plan including comprehensiveness of fallback strategy and planning during rollout
 - Any other area relevant to the scope of work and other requirements of the project
3. Assessment of Manpower deployment, Training and Handholding plan
 - Deployment strategy of Manpower
 - Contingency management
 - Mobilization of existing resources and additional resources as required
 - Training and handholding strategy
4. Project Monitoring and Communication Plan- Bidder's approach to project monitoring and communications among stakeholders.
5. Risk Management Plan - Bidder's approach to identify, respond / manage and mitigate risks
6. Quality Control plan - Bidder's approach to ensure quality of work and deliverables
7. Operation and Maintenance Plan
8. Escalation matrix during contract period

Note:

- All the pages (documentary proofs and other documents that may be attached) should contain page numbers and would have to be uniquely serially numbered.



Annexure 2.4. - Format for OEM Authorization

(This form has to be provided by the OEMs of the products proposed)

Date:

To,

Executive Director

Gwalior Smart City Development Corporation Limited

Gwalior, Madhya Pradesh

RFP Ref: <-->

Dear Sir,

We _____, (name and address of the manufacturer) who are established and reputed manufacturers of _____ having factories at _____ (addresses of manufacturing / development locations) do hereby authorize M/s _____ (name and address of the bidder) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment / software manufactured / developed by us.

We herewith certify that the above mentioned equipment / software products are not end of the life and we hereby undertake to support these equipment / software for the entire duration of the contract from the date of Submission of the Bid.

Yours faithfully,

(Name)

(Name of Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.



Annexure 2.5 – Format for Project Citation

Item	Details	Attachment Ref. Number
Name of the project		
Client for which the project was executed		
Name and contact details of the client		
Project Details		
Description of the project		
Scope of services		
Outcomes of the project		
Other Details		
Total cost of the project		
Total cost of the services provided by the Bidder		
Duration of the project (no. of months, start date, completion date, current status)		
Other Relevant Information		
Letter from the client to indicate the successful completion of the projects (if any)		
Copy of Work Order/Agreement		

Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the technical qualification criteria



Annexure 2.6 –Format for CV of Key Personnel

1	Name of the Staff				
2	Current Designation in the Organization				
3	Proposed Role in the Project				
4	Proposed Responsibilities in the Project				
5	Date of Birth				
6	Education				
7	Summary of Key Training and Certifications				
8	Countries of Work Experience				
9	Language Proficiency	Language	Reading	Writing	Speaking
10	Employment Record (For the total relevant experience)	From / To:			
		Employer:			
		Position Held:			
11	Total No. of Years of Work Experience				
12	Total No. of Years of Experience for the Role proposed				
13	Highlights of relevant assignments handled and significant accomplishments (Use following format for each project)				
	Name of assignment or project:				
	Year :				
	Location:				
	Client:				
	Main project features:				
	Positions held:				
14	Certifications I, the undersigned certify that: To the best of my knowledge and belief, this CV correctly describes me, my Qualifications, and my experience. Yes/No I understand that my willful misstatement described herein may lead to my disqualification or dismissal, if engaged. Name & Signature (Authorized Representative)				



Annexure 3 – Guidelines for Financial Proposal

Annexure 3.1 - Financial Proposal Cover Letter

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy

To

Executive Director
Gwalior Smart City Development Corporation Limited
Gwalior, Madhya Pradesh

Subject: Bid for the [REDACTED]

NIT No: [REDACTED]

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical Specifications, Service Level Agreement & in conformity with the said bidding document for the same.

- i. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of taxes/duties/levies (excluding GST) as mentioned in the financial bid (BoQ).
- ii. I / We undertake, if our bid is accepted, to deliver the goods & services in accordance with the delivery schedule specified in the RFP.
- iii. I/We undertake to successfully operationalize the entire solution as per scope of work mentioned in the RFP document.
- iv. I/ We have examined and have no reservations to the Bidding Documents, including any corrigendum/addendums issued by GSCDCL;
- v. I/We understand that any additional hardware and software required to make the entire solution operational shall have to be provided by us.
- vi. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as prescribed in the RFP.
- vii. I / We agree to abide by this bid for a period of 180 days from the date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- viii. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.



- ix. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms & conditions as mentioned in the RFP document and submit that we have not submitted any deviations in this regard.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Date:

Place:

Name and seal of Bidder/Lead Member



Annexure 3.2 - Financial Proposal Format & Instructions

(To be submitted on e-Tendering Portal only as part of the Financial Proposal)

NIT No: -----

_____ (Inclusive of all taxes, duties, levies but excluding GST)

3.2.1 Total Price Summary

S No	Head	Amount (In INR)	Amount (In Words)
1	Total CAPEX		
2	Total OPEX for 5 years		
3	Grand Total (1 + 2)		

NOTE: CAPEX shall not be more than 75% of the total project cost.

OPEX shall not be less than 25% of the total project cost.

Item	Amount (INR in Figures)	Amount (INR In Words)
[1] Capital Cost		
[1.1] Hardware Cost		
[1.2] Implementation Cost		
[1.3] Training and Capacity Building		
Total GIS Implementation Cost [1] = [1.1]+[1.2]+[1.3]		
[2] Survey Cost		
[2.1] Property Survey		
[2.2] Utility/GPR Survey		
Total Survey Cost [2] = [2.1]+[2.2]		
[3] Operational Expenditure for 5 Years		



[3.1] Annual maintenance Cost for Hardware and Software License		
[3.2] Annual Technical Support of GIS and Mobile application and development Manpower Charges		
Total Operational Expenditure [3] = [3.1]+[3.2]		
Total Project Cost [1]+[2]+[3]		

Note:

All unit rates indicated in the schedules shall be inclusive of (not limited to supply), installation, duties, transport, packing and transit insurance charges etc.

Taxes should be indicated under the relevant column in the schedules.

Details of Commercial Components

[1] Capital Cost

[1.1] Hardware Cost

#	Description	Quantity	Unit cost (INR)	Total Cost (INR)
1	Servers (Application, Database, GIS, Web)	4		
2	Desktop Computer (i7 Processor, 8 GB RAM, 1 TB HD) for Desktop GIS Application	3		
	Total			

[1.2] Implementation Cost

#	Description	Quantity	Unit cost (INR)	Total Cost (INR)
1	Procurement of satellite imagery	423 sq km of GMC Area + 1 km buffer		
2	Procurement of layers for basemap	Lumpsum		
3	Connectivity	Lumpsum		
4	Certification Audit (STQC, security and other as applicable)	Lumpsum		
Total				

[1.3] Training and Capacity Building Cost

#	Description	Quantity (No of personnel)	Unit cost (INR)	Total Cost (INR)
1	Functional Training	150		
2	Refresher Training (Every 6 month)	150		
3	Administration Training	50		
Total				

[2] Survey

[2.1] Property Survey

S n	Description	Unit of Measurement	Unit Rate	Quantity	Total Cost (INR)
--------	-------------	---------------------	-----------	----------	------------------



1	Geo-enabled Land and building asset property Survey, data management, assessment and data integration into the web GIS system	Per Asset		2,75,000	
Total					

[2.3] Utility Survey using GPR and Conventional Method

S n	Description	Unit of Measurement	Unit Rate	Quantity	Total Cost (INR)
1	Underground Utility survey along the roads, Data capture, processing, Data updation, utility maps integrated in web GIS application	Per Km Per Pass		200	
Total					

[3] Operation & Maintenance

[3.1] Annual Maintenance Cost (Application and Hardware Support)

Year	Total Cost (INR)
1 st	
2 nd	
3 rd	
4 th	
5 th	
TOTAL (25% of CAPEX)	

[3.2] Annual Technical Support of GIS and Mobile application and development Manpower Charges (Includes Implementation and O&M Manpower)



#	Details of the Personnel/ Profile	Number of Resources Deployed (A)	Number of Man Months (B)	Unit Man Month charges (INR) (C)	Total Charges (A*B*C)
Key Resources					
1	Project Manager				
2	GIS Manager				
3	Application Developer				
4	Database Expert				
5	Solution Architect				
6	Business Analyst				
7	Survey Manager				
Other Resources					
8	Senior Image Processing Expert				
9	Image Processing Expert				
10	Senior GIS Developer				
11	GIS Developer/Analyst				
12	GIS Digitization Supervisor				
13	GIS Digitization Operator				
14	Field Surveyors				
15	Senior Developer				
16	UI Designer				
17	Technical Writer				
18	Testing Lead				
19	Senior Tester				
20	Release Implementation Manager				
21	Security Expert				
22	Integration Expert				
23	GPR Expert				



#	Details of the Personnel/ Profile	Number of Resources Deployed (A)	Number of Man Months (B)	Unit Man Month charges (INR) (C)	Total Charges (A*B*C)
				Total	

Instructions:

- a) *The actual quantity for the given items may vary. Payment shall be made based on unit cost quoted for the particular item on actual work/item undertaken/supplied.*
- b) *All items provided should be under Insurance. The Insurance should be for entire duration of the Project (including 5 Years of O&M) and comprehensive covering damages for Theft, Fire, Natural Calamities, Riots and Terrorists activities etc.*
- c) *Value quoted as total price must contain all the components required for the successful implementation of the project. Nothing extra will be paid by the authority beyond the value quoted in the above form.*
- d) *Price to be inclusive of all adjunct / ancillary hardware, software, services and works, whether specifically mentioned or not*
- e) *AUTHORITY shall take into account all Taxes, Duties & Levies for the purpose of evaluation.*
- f) *The Bidder needs to account for all Incidental as well as Out of Pocket expenses, no additional payment shall be made by AUTHORITY whatsoever for any omission.*
- g) *Bidder should refer the RFP for details on the technical requirements of the system and the benchmark specifications for the items mentioned in the financial formats.*
- h) *Bidders must carefully read the Scope, Technical Requirements and the SLAs mentioned in the RFP and accordingly propose the software, hardware, accessories and services and their respective quantities required to completely meet the requirements of this RFP.*
- i) *The extension of the Operation and Maintenance contract after 5 years shall be based on the performance of SP and mutual agreement between SP and the AUTHORITY.*



Annexure 4 - Format for Declaration by the bidder for not being Blacklisted / Debarred

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy

To

**Executive Director
Gwalior Smart City Development Corporation Limited
Gwalior, Madhya Pradesh**

Subject: Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

NIT No: -----

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not debarred / black-listed by any Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, GSCDCL reserves the right to reject the Bid or terminate the Contract without any compensation to the successful bidder.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:



Annexure 5 - Format of sending pre-bid queries

NIT No: -----

Bidder's Request For Clarification

Name and complete official address of Organization submitting query / request for clarification

Telephone, Fax and E-mail of the organization

Tel:

Fax:

Email:

Sr. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1				
2				

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

Note: Bidder(s) are requested to send the queries in PDF with Sign and Company Seal and also in MS Excel for making consolidation process easy.



Annexure 6 - Power of Attorney

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]

Know by all men by these presents, We _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms _____ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____ as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the **“Request for Proposal for Selection of Service Provider for undertaking GIS based Mapping of Properties and Utilities for GSCDCL”**, including signing and submission of all documents and providing information / responses to the GSCDCL, representing us in all matters before GSCDCL, and generally dealing with the GSCDCL in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

For _____

Name:

Designation:

Date:

Time:

Seal:

Business Address:

Accepted,

_____ (Signature)

(Name, Title and Address of the Attorney)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- The Power of Attorney shall be provided on Rs.100/- stamp paper.



- The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

Lead Member has to submit the Power of Attorney in favour of Authorized signatory in below given format in case of Consortium.

POWER OF ATTORNEY FOR LEAD MEMBER BY CONSORTIUM MEMBER

GSCDCL has invited Bids from interested companies for **“Request for Proposal for Selection of Service Provider for undertaking GIS based Mapping of Properties and Utilities for GSCDCL (“Project”).**

Whereas, -----, and ----- (collectively the "Consortium") being members of the Consortium are interested in offering for the services in accordance with the terms and conditions of the Request for Proposal document (RFP) and other connected documents in respect of the Project, and;

Whereas, it is necessary under the RFP document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project.

Whereas, we have decided that M/s -----shall be Lead Member of this Consortium.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ----- having our registered office at-----, (hereinafter referred to as the "Member") do hereby designate, nominate, constitute, appoint and authorize ----- having its registered office at -----, being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf the Consortium and any one of us during the Bid process and, in the event the Consortium is awarded the Contract, during the execution of the project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the selection of the Consortium, including but not limited to signing and submission of all Applications, Proposals and other Documents and writings, participate in pre-proposal and other conferences, respond to queries,



submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of Bid of the Consortium and generally to represent the Consortium in all its dealings with the GSCDCL and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the above Project and/or upon award thereof till the Contract Agreement is entered into with the GSCDCL.

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

IN WITNESS WHEREOF WE THE MEMBER ABOVE NAMED HAVE

EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF

.....20

For

(Name & Title)

Witnesses:

1.

2.

(To be executed by the Member of the Consortium)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder :



Appendix 7 – Format for Annual Turnover

ANNUAL TURNOVER

Requirements: The Average Annual Turnover to be provided in the following format for the last 3 Audited Financial Years (2014-15, 2015-16, 2016-17).

Financial Information			
Financial Year	2014-15	2015-16	2016-17
Annual Turnover (in INR)			
AVERAGE ANNUAL TURNOVER			
Note: Annual turnover should be supported by Audited Balance Sheet and certified by Statutory Auditors.			



Annexure 8 – Format for Performance Bank Guarantee

RFP Ref : < --- >

Date:

Bank Guarantee No.:

To

**Executive Director
Gwalior Smart City Development Corporation Limited
Gwalior, Madhya Pradesh**

Dear Sir,

PERFORMANCE BANK GUARANTEE – For “<Name of the Project>” WHEREAS

M/s. “<Name of the Successful bidder>” a <company/firm/partnership/or as applicable> registered under the < appropriate registration authority as applicable> having its registered office at < Address of the Successful Bidder> (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract for “GIS mapping of Properties and Utilities” (Hereinafter, referred to as “Contract”) with you.

We are aware of the fact that as per the terms of the Contract, M/s. “<Name of the Successful Bidder>” is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of <INR____/- > < (Rs. (in word)s only) >, to guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we <name of the bank>, <address of the bank>, have agreed to issue this Performance Bank Guarantee.

Therefore, we <name of the bank>, <address of the bank> hereby unconditionally and irrevocably guarantee you as under:



1. In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum(s) not exceeding the sum of **<INR > < Rupees (in words) only>** without any demur.
2. Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.
3. This Performance Bank Guarantee shall continue and hold good till entire period of contract **<mention the period of contract>** subject to the terms and conditions in the said Contract.
4. We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until.
5. We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.
6. We hereby expressly waive all our rights: Requiring to pursue legal remedies against **GSCDCL**; and for notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.
7. We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.



8. We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
10. This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to <INR____>/- < **Rs. (in words) only**>, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.



Notwithstanding anything contained herein:

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before end of contract period from the date of the said Contract.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day 2018.

Yours faithfully,

For and on behalf of the **<name of the bank>**,

(Signature with Stamp & Seal)

Designation

<name of the bank> <address of the bank>

This guarantee will attract stamp duty as a security bond.



A duly certified copy of the requisite Authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

Annexure 9: Draft Tripartite Services Agreement

[On stamp paper of appropriate value]

This Tripartite Services Agreement (Agreement) is entered into this ___day of _____ 201___, having an effective date _____ (Effective Date) by and between the following parties. Supplier, Confirming Party and Customer are individually referred to as –Party|| and collectively, the –Parties||:

Customer Entity:	Supplier Entity:	Confirming Party Entity:
Customer Registered/Busi	Supplier Registered/Busi	Confirming Party Corporate office
Customer Contact:	Supplier Contact:	Confirming Party
Customer Notice Address:	Supplier Notice Address:	Confirming Party Notice Address

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

For and on behalf of the President of India, the Customer	For and on behalf of Supplier	For and on behalf of Confirming Party



Witness:	Witness:	Witness:

WHEREAS:

A. The Customer had issued Request For Proposal (the –RFP||) in respect of as per RFP No.

_____ (the –Project||) to which the Consortium (defined hereinafter) had submitted its response/bid to the said RFP;

B. The Customer awarded the work in favour of Consortium in respect of the Project and the Customer and the Consortium had entered into an Agreement dated

___related thereto (Customer Agreement with Consortium, as further defined hereinafter);

C. Pursuant to the aforementioned Customer Agreement with Consortium, the Customer awarded COF in favour of Supplier for the supply of Services which has been accepted by the Supplier;

D. The Parties now wish to enter into this Agreement to record the terms and conditions on the basis of which the Services would be provided by the Supplier to the Customer and the roles and responsibilities of Confirming Party, if any, in connection therewith. Notwithstanding the provisions of Section ___ of Customer Agreement With Consortium, terms of the Customer Agreement with Consortium shall apply to the Supplier only to the extent applicable to Supplier's scope of Services with respect to the Project.

1. DEFINITIONS

Capitalized terms used in this Agreement but otherwise not defined shall have the following meaning:

“Consortium” means (for the purposes of this Agreement) the consortium between, *inter alia*, the Supplier and the Confirming Party as per consortium agreement dated _____, including any amendments thereto, (–Consortium Agreement||) for jointly submitting the consortium proposal to the Customer in response to the Customer's RFP.



“Customer” means the entity defined above. For the purposes of all remedies and limitations of liability set forth in this Agreement, Customer means Customer, its Affiliates and its and their employees, directors, officers, agents and representatives.

“Customer Agreement With Consortium” means agreement dated _____ in respect of the Project to which the Customer and Consortium are parties.

“Customer Order Form” or **“COF”** - means the purchase order dated _____ (including amendments thereto) for Service issued by Customer and accepted by Supplier setting out matters relating to Supplier’s delivery of Services to Customer.

“Customer Premises” means the location or locations occupied by Customer or Customer’s End Users (as applicable) to which Service is delivered.

“End User” means any person or entity deriving or making use of the Services through Customer including but not limited to, Customer, an Affiliate of Customer, an authorized vendor of Customer or a customer of Customer.

“Service Schedules” means the scope of work in respect of Services as set out in Annexure A, B and C of the Consortium Agreement which is incorporated into this Agreement by way of this reference.

“Services” means _____ set forth in the Consortium Agreement with respect to scope identified in Annexure A, B and C of the Consortium Agreement. For avoidance of doubt, internet services (as specified in Consortium Agreement) are excluded from the scope of Services.

“Service Fees” means the charges payable by Customer for the Services (including but not limited to monthly recurring charges and non-recurring charges) as identified in the COF(s) and Service Schedules and the Customer Agreement with the Consortium.

“Supplier” means the entity named above or in a COF, as applicable. For the purposes of all remedies and limitations of liability set forth in this Agreement, Supplier means Supplier, its Affiliates and its and their employees, directors, officers, agents and representatives.

Selection of Master Service Provider And Cloud Service Provider for Integrated Data Centre for Smart Cities and City Integrated Command and Control Centers for the State of Madhya Pradesh

2. SERVICES

2.1 The Supplier agrees to provide the Services as per the Service Schedules, in accordance with the terms and conditions of the Customer Agreement with the Consortium to the extent such terms and conditions apply to the Supplier’s



provision of the Services. Confirming Party confirms that the Services Schedule covers the entire scope of Services to be provided by the Supplier under the Customer Agreement with the Consortium.

2.2 Term/Service Fees. This Agreement shall become effective on the Effective Date and shall be co-terminus with Customer Agreement with the Consortium.

2.3 Payment. Supplier will commence invoicing for Services as per the applicable payment terms of the Customer Agreement with Consortium. Invoices raised by Supplier shall be vetted and approved by the Confirming Party. Payment shall be made by the Customer to Supplier against the invoices duly vetted and approved by the Confirming Party for the Services in accordance with the payment terms mentioned in the Customer Agreement with Consortium, to the bank account designated by Supplier from time to time. Unless otherwise specified in the COF, all amounts shall be invoiced and paid in INR. Payment shall be made after deducting liquidated damages/penalties (related to Services to be supplied by the Supplier) taxes etc. as per the terms and conditions of the Customer Agreement with the Consortium.

3. RESALE AND USE OF SERVICES

3.1 Resale of Services. Customer shall not have any right to market and/or re-brand the Services purchased by it as its own product and services or to resell the Services to third parties unless it has all required legal and/or regulatory licenses and consents from all relevant Governmental Authorities. Customer shall strictly comply with all the legal and/or regulatory licenses and consents from all relevant Governmental Authorities with respect to any permitted resale of Services. Customer shall be solely responsible and liable for any misuse of Services by Customer's customers or any third parties in respect of Customer's resale of Services.

3.2 Customer's Obligation. In the event Customer resells the Services to a third party, it shall do so only under the conditions that (i) any and all of such third party's acts and omissions (including any failure by the third party to comply with any applicable law rule or regulation in the jurisdiction in which it uses or resells the Services) shall be attributable to Customer for the purposes of this Agreement; (ii) any resale or sublicense by Customer of the Services shall not relieve Customer of its obligations under any applicable Order Form or this Agreement; and (iii) such third party waives any liability by Supplier in connection therewith.

4. LIMITATION OF LIABILITY

4.1 Damages. Notwithstanding any other provision hereof or any other agreement, neither Customer nor Supplier shall be liable for (a) any indirect, incidental, special, consequential, exemplary or punitive damages including any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of customers, loss of data, arising out of the performance or failure to perform under this Agreement, whether or not caused by the acts or omissions of its



employees or agents, and regardless of whether such Party has been informed of the possibility or likelihood of such damages.

5. MISCELLANEOUS

5.1 Governing Law. This Agreement shall be governed by the laws of India and the Parties irrevocably submit to the exclusive jurisdiction of the courts at New Delhi and any court of appeal therefrom.

5.2 Severability; Waiver. In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) shall be stricken and the remainder of this Agreement shall remain legal, valid and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion.

5.3 Notice. Any notice or communication required or permitted to be given hereunder may be delivered by hand, sent by overnight courier, email (with confirmation of delivery and followed up by registered post) or facsimile (with confirmation of delivery), at the addresses set forth on the Cover Page and/or the applicable COF or at such other address as may hereafter be furnished by either Party to the other by notice in accordance herewith. Such notice or communication will be deemed to have been given as of the date it is delivered, emailed, or faxed, as applicable.

5.5 Relationship of Parties. Supplier and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Supplier and Customer.

5.6 Dispute Resolution – Any dispute with respect to this Agreement shall be resolved as per the dispute resolution provisions agreed in the Customer Agreement with the Consortium.

5.7 Entire Understanding. This Agreement along with the Customer Agreement With the Consortium, Service Schedule, Consortium Agreement and COF constitutes the entire understanding of the Parties related to the subject matter hereof. As per clause 1.3 (e) of the Customer Agreement with the Consortium, this Agreement forms an integral part of the Customer Agreement with the Consortium. Except to the extent otherwise agreed in this Agreement, all terms and conditions of the Customer Agreement with the Consortium shall mutatis mutandis apply to this Agreement. This Agreement is without prejudice to (i) any rights that the Customer may have against the Confirming Party under the Customer Agreement with the Consortium and (ii) any and all obligations that the Confirming Party has under the Customer Agreement with the Consortium.

5.8 Amendment. This Agreement may be amended only in writing signed by a duly authorized representative of each of Confirming Party, Supplier and Customer.



END OF DOCUMENT