

Request for Proposal for Selection of Survey Agency for creation of 3D Model of Vadodara City.

2nd Attempt



Tender Reference No: VSCDL/15/2019-20



**Issued by :
The CEO
Vadodara Smart City Development Limited
(VSCDL)**

Disclaimer

The information contained in this Request for Proposal document (“**RFP**”) whether subsequently provided to the bidders, (“**Bidder/s**”) verbally or in documentary form by VSCDL (henceforth referred to as “**VSCDL**” in this document) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an offer or invitation to any party. The purpose of this RFP is to provide the Bidders or any other person with information to assist the formulation of their financial offers (“**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by VSCDL in relation to this scope. This Tender document does not purport to contain all the information each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the Chief Executive Officer, VSCDL and their employees or advisors to consider the objectives, technical expertise and particular needs of each Bidder. The assumptions, assessments, statements and information contained in the Bid documents, may not be complete, accurate, adequate or correct. Each Bidder must therefore conduct its own analysis of the information contained in this RFP and to seek its own professional advice from appropriate sources.

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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 VSCDL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and VSCDL 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 for submission of the Bid, regardless of the conduct or outcome of the Selection process.

Glossary

Term	Meaning
Agency / Firm	Bidder selected through RFP
BEC	Bid Evaluation Committee
BoM	Bill of Material
CEO	Chief Executive Officer
DD	Demand Draft
EPF	Employee Provident Fund
EMD	Earnest Money Deposit
FRS	Functional Requirements Specifications
GIS	Geographical Information Systems
GoG	Government of Gujarat
GoI	Government of India
GPR	Ground Penetrating Radar
GPS	Global Positioning System
ICT	Information and Communication Technology
INR	Indian Rupee
IT	Information Technology
ITIL	Information Technology Infrastructure Library
LoI	Letter of Intent
MAF	Manufacturer's Authorization Form
O&M	Operation & Maintenance
OEM	Original Equipment Manufacture
PBG	Performance Bank Guarantee
PO	Purchase Order
PoA	Power of Attorney
PoC	Proof of Concept
PQ	Pre-Qualification
PSU	Public Sector Undertaking
RDBMS	Relational Database Management System
RFP	Request for Proposal
SI	System Integrator
SLA	Service Level Agreement
SPV	Special Purpose Vehicle
SRS	Software Requirement Specifications
TQ	Technical Qualification
VMC	Vadodara Municipal Corporation
VSCDL	Vadodara Smart City Development Limited
DGCA	Directorate General of Civil Aviation

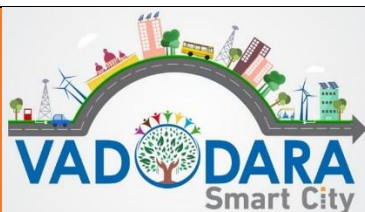
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Notice Inviting Bid



Vadodara Smart City Development Ltd (VSCDL)
Khanderao Market, Vadodara

Notice Inviting RFP for “Selection of Survey Agency for creation of 3D Model of Vadodara City.”

Bid for Selection of Survey Agency for creation of 3D Model of Vadodara City., is invited online on (n) Procure website (<https://vmc.nprocure.com/>) from the bidder meeting the basic eligibility criteria as stated in the bid document.

Tender Ref.No.	VSCDL/1041/2018-19																		
RFP Document Availability	(n)Procure website (https://vmc.nprocure.com/)																		
Bid Fee (Non-refundable)	Rs. 5900/- (inclusive of GST) by Demand Draft																		
EMD	<p>EMD of Rs 125,000/- shall be either in form of</p> <ul style="list-style-type: none"> • Demand Draft in favor of “Vadodara Smart City Development Limited” from any nationalized/scheduled banks, payable at Vadodara OR • Bank Guarantee issued by Nationalized Bank including IDBI Bank/ Private Banks – Axis Bank, HDFC Bank and ICICI Bank along with the banks mentioned in the GR of Finance Department of Government of Gujarat (GR No: EMD/10/2015/ 508/DMO dated 27.04.2016 and its revisions) only in favor of “CEO, Vadodara Smart City Development Limited”. <p>Account details for Bank Guarantee are as follows:</p> <table border="1"> <tr> <td>Account Title</td><td>Vadodara Smart City Development Limited</td></tr> <tr> <td>Account No.</td><td>000994600002203</td></tr> <tr> <td>Customer ID</td><td>5584156</td></tr> <tr> <td>Bank Name</td><td>YES Bank</td></tr> <tr> <td>Branch Name</td><td>Race Course, Vadodara</td></tr> <tr> <td>IFSC Code</td><td>YESB0000009</td></tr> <tr> <td>MICR Code</td><td>390532002</td></tr> <tr> <td>Branch Code</td><td>0009</td></tr> <tr> <td>Bank Address</td><td>YES Bank Limited, Corner Square Building, Near Inox Cinema, Race Course Circle, Hari Nagar, Vadodara, Gujarat 390007</td></tr> </table>	Account Title	Vadodara Smart City Development Limited	Account No.	000994600002203	Customer ID	5584156	Bank Name	YES Bank	Branch Name	Race Course, Vadodara	IFSC Code	YESB0000009	MICR Code	390532002	Branch Code	0009	Bank Address	YES Bank Limited, Corner Square Building, Near Inox Cinema, Race Course Circle, Hari Nagar, Vadodara, Gujarat 390007
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Start date and time for	15/04/2019																		

downloading RFP	
Deadline for submission of pre-bid queries for clarifications	24/04/2019 at 1500 Hrs
Date, time and place of pre-bid meeting	24/04/2019 at 1600 Hrs <i>Place:</i> Conference Room, Vadodara Municipal Corporation, Khanderao Market, Vadodara – 390001, Gujarat
Deadline for submission of Proposal and EMD, online	13/05/2019 at 1800 Hrs
Deadline for physical submission of technical Proposal, Tender Fee and EMD	14/05/2019 at 1700 Hrs
Contact for queries	IT Department, Vadodara Municipal Corporation Khanderao Market, Vadodara – 390001, Gujarat Email ID: smartcity_itcell@vmc.gov.in

The right to accept/reject any or all bid(s) received is reserved without assigning any reason thereof.

GM(IT)
Vadodara Smart City Development Ltd.

Important Dates

#	Information	Details																		
1.	Project Name/ Name of Work	“Request for Proposal for Selection of Survey Agency for creation of 3D Model of Vadodara City.”																		
2.	Publication of Request for Proposal	16/04/2019 at 1100 Hrs																		
3.	Website to download RFP	(n)Procure website (https://vmc.nprocure.com/)																		
4.	RFP Fees	Rs. 5,900/- (Rupees Five Thousand) by Demand Draft																		
5.	EMD Amount	<p>EMD of Rs 125,000/- shall be either in form of</p> <ul style="list-style-type: none">• Demand Draft in favor of “Vadodara Smart City Development Limited” from any nationalized/scheduled banks, payable at Vadodara OR• Bank Guarantee issued by Nationalized Bank including IDBI Bank/ Private Banks – Axis Bank, HDFC Bank and ICICI Bank along with the banks mentioned in the GR of Finance Department of Government of Gujarat (GR No: EMD/10/2015/508/DMO dated 27.04.2016 and its revisions) only in favor of “CEO, Vadodara Smart City Development Limited”. <p>Account details for Bank Guarantee are as follows:</p> <table><tr><td>Account Title</td><td>Vadodara Smart City Development Limited</td></tr><tr><td>Account No.</td><td>000994600002203</td></tr><tr><td>Customer ID</td><td>5584156</td></tr><tr><td>Bank Name</td><td>YES Bank</td></tr><tr><td>Branch Name</td><td>Race Course, Vadodara</td></tr><tr><td>IFSC Code</td><td>YESB0000009</td></tr><tr><td>MICR Code</td><td>390532002</td></tr><tr><td>Branch Code</td><td>0009</td></tr><tr><td>Bank Address</td><td>YES Bank Limited, Corner Square Building, Near Inox Cinema, Race Course Circle, Hari Nagar, Vadodara, Gujarat 390007</td></tr></table>	Account Title	Vadodara Smart City Development Limited	Account No.	000994600002203	Customer ID	5584156	Bank Name	YES Bank	Branch Name	Race Course, Vadodara	IFSC Code	YESB0000009	MICR Code	390532002	Branch Code	0009	Bank Address	YES Bank Limited, Corner Square Building, Near Inox Cinema, Race Course Circle, Hari Nagar, Vadodara, Gujarat 390007
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6.	Deadline for submission of pre-bid queries for clarifications	24/04/2019 at 1500 Hrs																		
7.	Date, time and place of pre-bid meeting	24/04/2019 at 1530 Hrs <i>Place:</i>																		

#	Information	Details
		Conference Room, Vadodara Municipal Corporation, Khanderao Market, Vadodara – 390001, Gujarat
8.	Deadline for submission of Proposal and EMD, online on (n)Procure	13/05/2019 at 1800 Hrs
9.	Deadline for physical submission of Technical Proposal (1 Copy), Tender Fee and EMD	14/05/2019 at 1700 Hrs
10.	Addressee and address for the Tender Fee and EMD	<i>Addressee for the EMD:</i> GM(IT), Vadodara Smart City Development Ltd <i>Address:</i> Vadodara Municipal Corporation, Record Branch, Khanderao Market, Vadodara – 390001, Gujarat
11.	Date, time and place of online opening of Technical Proposals	To be informed later. <i>Place:</i> Vadodara Municipal Corporation
12.	Date, time and place of presentation/demo on Technical Solution by bidders	To be informed later. <i>Place:</i> Vadodara Municipal Corporation
13.	Date, time and place of online opening of Financial Proposals	To be informed later. <i>Place:</i> Vadodara Municipal Corporation
14.	Contact for queries	IT Department, Vadodara Municipal Corporation Khanderao Market, Vadodara – 390001, Gujarat Email ID: smartcity_itcell@vmc.gov.in

1. Introduction

About Vadodara

Located in western part of India in the state of Gujarat, Vadodara (formerly known as Baroda) is referred as cultural capital of Gujarat and is the third largest city after Ahmedabad and Surat. It is the administrative headquarters of Vadodara District and is located on the banks of the Vishwamitri River. As per the Census 2011, it has a population of almost 1.7 million+ people. The city is an important industrial, cultural and educational hub of western India and has the largest university in Gujarat, the Maharaja Sayajirao University of Vadodara. The city houses several institutions of national and regional importance while its major industries include petrochemicals, engineering, chemicals, plastics, IT and pharmaceuticals and foreign exchange services amongst others.

Vadodara has also been selected as one of the Indian cities (in the Second round of selection) to be developed as a smart city under Smart Cities Mission.

About Vadodara Municipal Corporation (VMC)

In 1947, when India became Independent, the princely state of Baroda was merged into the Bombay state in 1949. The municipal administration was functioning as per the provisions of the Bombay District Municipal Act. In 1951 however the city administration came under the guidelines of Baroda Municipal Act.

On 1st April, 1951, Vadodara (Erstwhile Baroda) got the status of the Municipal Corporation and hence the Gujarat Provincial Municipal Corporation (GVMC) Act was enforced. Ever since then the Municipal administration is run as per the provisions of the GVMC Act.

Vadodara has 12 administrative wards and 19 election wards. Each election ward is represented by four councillors of which two are lady councillors. Thus, the total number of Municipal councillors is 76. The election is held once in five years and the Mayor's tenure is maximum of 2½ years. While the Mayor is the head of the elected body, the administrative head is the Municipal Commissioner who is assisted by Deputy Municipal Commissioners and several other officers including city engineer, chief accountant and ward officers. Each administrative ward is headed by the ward officer who is responsible for efficient and smooth functioning of revenue collection, sanitation and implementation of certain government schemes and he reports to the Asst. Municipal Commissioner (Zone). There are two Deputy Engineers in each ward who are equivalent in grade to the ward officer and look after water supply and drainage functioning. These engineers work under direct supervision of an Executive Engineer (Zone).

More information: <https://www.vmc.gov.in/>

VMC Organizational Setup

1	Total Employees (including Contractual Staff)	~7800
2	Total Pensioners	~7000
3	Total Wards	12
4	Total Zones	4
5	Other Office Locations	34
6	Number of New Recruits Every Year	~40
7	Number of Retirees Every Year	~140

Current IT Setup at VMC

1	Total Number of Desktops across all VMC Offices	~600
2	DC (Server room) Setup	A server room is functioning at IT Dept., VMC Main office.

Details about Vadodara Eye Project (CCTV Network and OFC Network)

1	Number of Locations covered	58
2	Number of Cameras	258
3	Length of OFC Core Network	~100 km

4	Additional Free Ducts	2 (with pulling ropes/strings inserted)
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About VSCDL

As per the GoI guidelines, Vadodara Municipal Corporation (herein after called “VMC”) has formed a separate Special Purpose Vehicle (SPV) as Vadodara Smart City Development Limited (VSCDL) for the implementation of projects under the smart city mission for the city of Vadodara. This SPV shall carry end to end responsibility for vendor selection, implementation and operationalization of various smart city projects.

Project Background

One of the primary objective of Vadodara under its smart city mission is to enhance the safety and security, improve efficiency of municipal services and promote a better quality of life for residents. Keeping with the trend, VMC has setup a GIS System in to provide a robust and reliable decision support system to VMC officials which is proposed to be integrated with e-Governance / ERP system. As part of current GIS setup, VMC has procured a GIS Platform for creation, storage & maintenance of GIS data as well as developed a web based GIS application. VMC has created various layers on the base map (1:2000 scale) by collecting the Spatial & Attribute data for various other layers required like Sewerage, Storm Water, SWM, Public Utilities, Electrical Poles, Development Plan, etc. using exiting physical data format available at VMC along with the help of field and door to door survey. In addition to this, VMC is in process of conducting Property Survey & Tagging of properties within VMC boundary and verification of property assessment data. The complete set up of GIS platform, application and hardware supplied under this project are under Annual Technical Support for 3 years with Post Implementation Software Enhancements / Customizations.

Government of India, in the month of August 2018 brought in-effect the resolution for Operations of Remotely Piloted Aircraft System (RPAS) to be enabled through Digital Sky Platform which majorly brought the un-regulated drone market into the mainstream. With the regulations in place, the market is ready to take-off like never before.

In its endeavour to keep up with the rapidly evolving landscape of the urban management, VSCDL intends to undertake the mapping on 3-D platform of the city through the medium of unmanned aerial vehicle (UAV) to capture the 2-D image and subsequently process it to create Reality Model (3-D) model which will open up the gamut of options for urban local bodies to ensure better civic amenities. The reality model will be acting as the first step to create the Digital city concept.

Digital Cities are emerging solution to maneuver the risks associated with the urban management and changing environments. The Digital city will act as a platform for the city planners to adopt a digital strategy in the overhaul of management of different services offered in a city.

Digital Cities are taking advantage of the latest emerging trends and is being benefited immensely with the generation of reality model which can be easily shared, streamed, accelerating the decision making process by improving collaboration for different departments within an vast organization like Vadodara Municipal Corporation.

Vadodara Smart City Development Ltd. intends to undertake, under the Smart City programme (SCP), the leap in the urban planning by creating a digital city model which will usher new set of reforms in its mission, while benefitting the city’s urban needs immensely.

In an effort in the same direction. VSCDL wants to select the survey agency for 3-D mapping of Vadodara city through this tender document.

2. Terms & Condition

2.1 Eligibility

This is a request for proposal (RFP) for Selection of Survey Agency for creation of 3D Model of Vadodara City. is open to all reputed registered Firm / Institutions/Agencies/Societies/Organizations having

- Prior experiences in providing 3D modeling services using **Unmanned Aerial vehicle like Drones** and other mapping equipment.
- Requisite skilled and experienced manpower on company payroll's
- Well-developed infrastructure for processing the images and deliver the 3D model.

2.1.1.Pre-Qualification criteria

The firm must possess the requisite experience, strength and capabilities in providing services. Keeping in view the complexity and volume of the work involved, following criteria are prescribed as the eligibility criteria for the bidder interested in undertaking the project. The bidder must also possess technical know-how and financial ability that would be required to successfully provide services sought by VSCDL for the entire project duration. The bids must be complete in all respect and should cover entire scope of work as stipulated in the bid document. This invitation to bid is open to all bidders who qualify the eligibility criteria as given below:

#	Eligibility Criteria for Organizations	Document Proof
1.	<p>The bidder (all bidders, in the case of consortium) must be either a company registered under the Indian Companies Act 1956 (& subsequent relevant amendments)</p> <p>OR</p> <p>Partnership firm registered under Limited Liability Partnerships (registered under LLP Act, 2008)</p> <p>OR</p> <p>Partnership firm registered under Indian Partnership Act, 1932</p> <p>The firm should be operational at least for last 3 years as on date of publishing of RFP.</p> <p><i>The applicants must have a valid Registration certificate. Any name change of the company must also have a valid name change registration certificate.</i></p> <p>Consortium to be restricted to max. 2 firm (including the lead bidder).</p>	<ul style="list-style-type: none"> • Certificate of incorporation / Partnership deed. • Certificate of commencement of business (if applicable)
2.	<p>The Bidder (all bidders, in the case of consortium) should have Valid PAN Card and GST Registration Certificate.</p>	<p>Copy of PAN Card and valid GST registration.</p>

#	Eligibility Criteria for Organizations	Document Proof
3.	The Bidder (all bidders, in the case of consortium) should have positive net worth and a profit making company, as on March 31, 2018	<ul style="list-style-type: none"> • Certificate from the statutory auditor/CA clearly specifying the net worth of the firm • Audited Profit & Loss Statement of relevant FYs.
4.	The bidder (any consortium members, in case of consortium) should have an average turnover of 40 Lakhs (20 Lakhs in case of MSE / start-ups) in the last three financial years ending March 31, 2018.	Audited Balance Sheet of relevant FYs clearly highlighting the turnover of the organization/s.
5.	As on date of submission of the proposal, the bidder (all bidders, in case of consortium) should not be blacklisted by Central / State Governments in India.	Undertaking by the authorized signatory as per format
6.	As on date of submission of the proposal, the bidder (all bidders, in case of consortium) should not be terminated or withdrawn from any of the project awarded to him.	Undertaking by the authorized signatory as per format
7.	As on date of submission of the proposal, the Bidder (all bidders, in case of consortium) should not be Insolvent or In Receivership or Bankrupt	Undertaking by the authorized signatory as per format
8.	<p>Bidder (any consortium member, in case of consortium) should have undertaken and completed at least One (1) project / pilot project implementation of Similar Work* worth Rs. 50 Lakhs (25 lakhs in case of MSE / start-ups) or at least two (2) projects / pilot projects worth 30 Lakhs (15 lakhs in case of MSE / start-ups) or three (3) projects / pilot projects worth 25 Lakhs (12 lakhs in case of MSE / start-ups) in previous three years having undertaken and completed successfully for any Govt. / Semi Govt. / Private organization.</p> <p>*Similar work means unmanned aerial vehicle mapping of the project area and submitting the processed 3D model.</p>	<p>Copy of Work order/Agreements with client completion certificate</p> <p>OR</p> <p>Multiple work orders from one single client/firm/agency in last three financial years (2015-16, 2016-17, 2017-18) with a proof of payment realized clearly indicating payment realised the work order</p>
9.	The bidder (any consortium member, in case of consortium) should have at least 05 permanent resources working for UAV surveys and subsequent image processing to generate 3D model.	<ul style="list-style-type: none"> • Certificate from the Auditor / Company Secretary/ Head HR

2.1.2 Relaxation in Eligibility criteria for MSE and Start-ups

Through this tender VSCDL encourages participation of MSEs and Start-ups, who has technical capability for creation of 3D Model, as per specifications mentioned in scope of

work but may not be able to meet the qualification criterion relating to prior experience and prior turnover. During the tender preparation following government policies/circulars/Notices/and Resolutions have been referred:

- 1) **Electronics & Start-up Policy of State of Gujarat (2016-21)** Resolution No. – ITS/10/2015/5284/IT Start-ups are those who are registered/incorporated not more than 5 years, and has not exceeded turnover of Rs 25 crore for any of the financial years. All eligible start-ups will avail relaxation in prior experience & turnover in public procurement, capital assistance, stamp duty & registration fee reimbursement, incentive on power tariff etc. Implications of these policies is given below.
- 2) **Rule 173 (i) of General Financial Rules (GFR) 2017** - provides relaxation in conditions of prior turnover and prior experience for Start-ups and Micro and Small Enterprises (MSE),
- 3) **Ministry of Micro, Small & Medium Enterprises (MSME), Policy Circular No. 1(2)(1)/2016-MA** Dt. 10th March 2016 - The Start-ups are normally Micro and Small Enterprises which may not have a track record. In exercise of Para 16 of Public Procurement Policy for Micro and Small Enterprises Order 2012, it is clarified that all Central Ministries/Departments/ Central Public Sector Undertakings may relax condition of prior turnover and prior experience

Technical Capability

- 1) The Start-ups & MSEs shall demonstrate requisite capability to execute the project as per the requirements and should have their own office in India. Supporting Document to be submitted.
- 2) Micro & Small Enterprises (MSEs)/ Start-ups are required to submit supporting document for the past experience i.e. copy of the purchase order and work completion report etc. duly notarised along with contact details of the end user. These documents would be subject to further verification by the VSCDL.
- 3) Micro & Small Enterprises (MSEs)/ Start-ups must be registered with any of the following in order to avail relaxation in prior experience and prior turnover.
 - District Industries Centers (DIC)
 - National Small Industries Corporation (NSIC)
 - Any other body specified by Ministry of MSME (MoMSME)
 - Udyog Aadhaar Acknowledgment/ Udyog Aadhaar Memorandum issued by MoMSME.
- 3) MSEs participating in the tender must submit valid & authorized copy of certificate of registration with any one of the above agencies.
- 4) The bidder who intends to participate as “Start-up” company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce & Industry, Govt. of India.
- 5) In case of bidders submitting DIC registration certificate shall attach original notarized copy of the DIC certificate.
- 6) The MSE’s Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE’s certificate matches with the nature of the services and goods /items to be supplied as per Tender.
- 7) Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.
- 8) The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.

- 9) The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.

Financial Capability

- 1) The MSEs & Start-ups need not have to submit EMD.

2.2 Security Deposit

The selected firm will be required to deposit 10% of the total project cost, for the total project duration, in form of demand draft/BG in favour of “**Vadodara Smart City Development Limited**” payable at Vadodara as security deposit. This will be an interest free refundable deposit. In case of deviation of agreed terms & conditions, the security deposit will be forfeited. In case the firm want(s) to withdraw themselves from the selection process, the security deposit may be refunded to the firm after deducting receivables of VSCDL if any. Security deposit shall be refunded on expiry of validity period unless renewed by VSCDL. In case of withdrawal by the firm or rejected by VSCDL, the security deposit would be refunded after adjustment of receivables of VSCDL.

2.2.1. Selection procedure

- **Screening:** VSCDL will undertake the initial screening of all the applications based on the documents furnished with the application. Applicants not furnishing required EMD (apart from MSE / start-ups) and tender fee as mentioned in the RFP document will be summarily rejected.
- **First-stage short-listing:** All the eligible applicants will then be evaluated against the pre-qualification criteria on the basis of the documents submitted by them.
- **Second-stage short-listing:** The short-listed agency will be then be evaluated as per technical evaluation criteria and will be required to conduct a PoC as per the specifications mentioned in the RFP. The Committee will evaluate the agency based on documents submitted and their performance during PoC. Agency shall be required to make a presentation on PoC results.
- **Commercial Bid opening:** The agency scoring 70% in the technical qualification criteria will be considered eligible for the Commercial Bid opening.

2.2.2. Proof of Concept (POC)

As a part of the technical evaluation, all applicants will have to carry out a proof of concept (PoC) for approx. 1 Sq. KM as identified by VMC/VSCDL.

The POC shall be conducted using the same devices and technology which were proposed as the part of the technical proposal. The POC shall be carried out as per the technical standards and guidelines mentioned in the above sections.

The applicant is required to submit the raw data and processed survey data in geospatial format to be superimposed over at 1:2000 scale VMC existing base map for evaluation in CD/DVD/Pen drive/USB stick to VSCDL for evaluation.

The cost of carrying out the POC shall be borne by the bidder.

The PoC deliverables should meet the specifications and standards as mentioned in project deliverables to the satisfaction of VSCDL. The duration of POC will not exceed 15 Days, which includes deliverables submission.

If any revisions, the final evaluation criteria of the POC will be given to all the applicants before the POC work is commenced. VSCDL will reserve the right to ask all / few applicants from the list of interested applicants to carry out the POC

2.2.3. Technical Evaluation Criteria

The bidder's technical solution proposed in the Technical Evaluation bid shall be evaluated as per the evaluation criteria in the following table:

S No	Evaluation Criteria	Marking Guidelines	Marks
1.	Bidder (any consortium members) should have undertaken and completed at least One (1) project implementation of unmanned aerial vehicle based geo-enabled solution for enterprise level as part of project scope of worth more than Rs. 40 lakhs (20 Lakhs in case of MSE / start-ups)	<ul style="list-style-type: none"> Only 1 project of Rs. 40 Lakhs (20 Lakhs in case of MSE /start-ups) of 3D modelling of given area – 7 marks One(1) mark each for each extra project sighted, maximum up to 03 projects - 3 marks Project less than value Rs 40 lakhs (20 Lakhs in case of MSE / start-ups) – 0 Marks. 	10 Marks
2.	The Bidder (any consortium members) should have an experience of at-least One (1) GIS Project of minimum 4 crores value implementation of any Govt. organization / Urban Local Body.	<ul style="list-style-type: none"> Only 1 Project of Rs. 4 Crores – 7 marks. One(1) mark each for each extra project Upper Limit = 10 marks 	10 marks
3.	Quality of proposed Manpower (<i>taken from any consortium member</i>) will be evaluated based on the CV's of professionals submitted as part of the technical bid as per the format mentioned in the RFP.	<ul style="list-style-type: none"> Quality of Proposed Manpower for Surveying <ul style="list-style-type: none"> Project Manager (5 Marks) Survey team lead (3 Mark) Drone Operator (1 Mark) Survey Assistant (1 Mark) 	10 Marks
4.	Results of pilot conducted by the bidder as per instructions from VSCDL. The applicants will be awarded marks based on the accuracy levels and quality of surveyed data vis a vis actual ground situation of PoC site, for Part A.	<p>Part A : Relative Marking: 40 Marks.</p> <p>Accuracy of data in terms of positional accuracy (Latitude & Longitude values), Elevation levels and number</p>	70 Marks

S No	Evaluation Criteria	Marking Guidelines	Marks
	<p>Part B covers Absolute marking for PoC Deliverables and presentation:</p> <ul style="list-style-type: none"> The PoC deliverables shall be submitted as per specifications and formats mentioned in the RFP. The Bidder needs to make a presentation to Bid Evaluation committee 	<p>of over-ground utilities detected as per specifications and formats of the RFP in comparison to the actual ground situation of PoC Site</p> <ul style="list-style-type: none"> Positional accuracy (20 Marks) <ul style="list-style-type: none"> $\geq 98\%$ - 20 marks; $\geq 95\%$ - 15 marks; $\geq 90\%$ - 10 marks; $\geq 85\%$ - 5 marks; $< 85\%$ - 0 marks Z-Level / Structure Footprint Accuracy of any given three landmarks (20 marks) <ul style="list-style-type: none"> $\geq 98\%$ - 20 marks; $\geq 95\%$ - 15 marks; $\geq 90\%$ - 10 marks; $\geq 85\%$ - 5 marks; $< 85\%$ - 0 marks <p>Part B : Absolute Marking: 30 Marks</p> <ul style="list-style-type: none"> Conformance to Survey deliverable format – 10 marks Presentation on PoC Results – 10 Marks <p>Part C: Accuracy of Digital Surface Model, 3D Model data which will be translated to 2D Data with necessary details of Lat, Long and Elevation for the study Area – 10 Marks.</p>	

Bidders scoring a minimum of 70% marks shall be eligible for the rate discovery process.

2.2.4. Price Discovery

Assignment of marks to the financial bids will be done as follows. Once all the financial bids (of eligible bidders as mentioned above) have been opened, marks will be assigned to each financial bid as per the formula below:

Marks assigned to the financial bid (FS) = $100 * [F_1 / \text{Total Financial Bid under consideration}]$

Where Total Financial Bid is the total bid amount of the bid being evaluated and F_1 = the lowest financial bid of all the bids opened.

2.2.5. Quality and Cost based Selection (QCBS)

The method employed for the final selection of the Bidder and award of the contract will be QCBS i.e. Quality and cost based Selection method, which would ensure the quality of the solution as well as the effectiveness of the same. Each bidder would be assigned a Technical Score (TS) and a Financial Score (FS) based on the technical and financial evaluation of the bid respectively. These scores would then be combined with pre-assigned weights (0.7 for technical score and 0.3 for financial score) and the bidders would be ranked as per this combined score.

Bidder with the highest composite score (Final Composite Score = $TS \times 0.70 + FS \times 0.30$) shall be declared as the “Best Evaluated Bidder” and shall be entitled for the award of the contract.

2.3. Project implementation

Project Implementation is the responsibility of both VSCDL and the selected firm as per the distribution of jobs.

2.4. Place of work

All the survey work relating to project development shall be executed at suitable location as per the requirement of VSCDL and the VMC limits. Data processing and quality control can be carried out with from bidder’s premises/ office locations.

The successful bidder need to open a local office from where the daily project management practices will be carried out.

2.5. Responsibility of Selected firm

- The project work will be under the supervision and control of VSCDL.
- The selected firm will identify and nominate the representative(s) of their respective organisation in carrying out the project successfully who will act as the project Leader from the firm’s side.
- The firm shall be responsible for any modification and the related costs if the output product does not (a) comply with the specification as per its proposal or (b) rejected by VSCDL such modification work shall not exceed three weeks from the date of notification and shall adhere to the time schedule specified in the award or as may be mutually agreed upon.
- The firm shall not give or sale the output /project information to any of the party other than VSCDL.
- The firm shall make avail softcopies of all output /data base to VSCDL.
- The firm shall supply all the technical data , information and technical assistance in respect of the project at the request of VSCDL
- Setting up of infrastructure for processing of data
- Conduct the aerial survey
- Deploying the required infrastructure and skilled and experienced resources, including workstations, laptops, printers, plotters, scanners, connectivity with the necessary and sufficient system software licenses
- Quality check of all the deliverables before submitting to the VSCDL.

- Support VSCDL for any data management issues for the deliverables submitted as part of project scope.
- Provide user training at all levels and prepare and issue supporting documentation such as user manuals, maintenance manuals, etc.

2.6. Proprietary rights

- The survey output will be proprietary rights of VSCDL.
- The firm will keep the documents which contain or related to the development results for reference until such documents are delivered to VSCDL and shall promptly provide VSCDL with replacements thereof in case of loss or damage thereto. The firm/ firm assume(s) liability for damages which are caused by the service/project before the same are handed over to VSCDL.
- VSCDL represents and warrants that it has sufficient power, right and authority to enter into agreement and undertake the obligations set forth in the agreement.

2.7. Consortium Condition

1. In case of a consortium, a maximum of 2 members (including the lead bidder) shall be allowed.
2. A bidder applying individually or as consortium member shall not be entitled to submit another application either individually or as a member of any other consortium, as the case may be.
3. Consortium members must provide a Memorandum of Understanding (MoU) covering above points and showing their intention to enter into such an Agreement at the time of bidding along with Pre-qualification Bid.
4. A bidding consortium is required to nominate a prime member. The formation of the consortium including identification of prime member and role and responsibilities of each member shall be supported by Memorandum of Agreement and Power of Attorney signed by all the members on a stamp paper of INR 100/-.
5. The successful bidder i.e. System Integrator (SI) shall be required to enter into an agreement, with all the members of the consortium, specifying following points. These points shall also be captured in MoU.
 - i. Identity of prime member and Power of Attorney in favour of prime member.
 - ii. Roles and responsibilities of each consortium member, the identification of the lead partner, and providing for joint and several liability for each partner.
 - iii. Both consortium members would be available throughout the Contract Period.
 - iv. Both consortium members shall be jointly and severally liable for due implementation, operation and maintenance of the project.
 - v. The role and responsibility of any member must be commensurate with the technical/ financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Contract Period.
 - vi. The Consortium Agreement must also state that the period of the Agreement would coincide with the Contract period. Consortium must continue to be in existence during the period of the Contract and that any change will be subject to approval of the Authority (VSCDL) only.
 - vii. The final Contract between the consortium members (The Consortium Contract) would be available for legal vetting and open to suggestions by the VSCDL. VSCDL will suggest binding corrections if it finds that such contract

- does not meet its requirements and interests as per the Tender in letter and spirit.
- viii. The Agreement should be on stamp paper and notarized. The signatories must be duly authorized.
 - ix. Any modification in roles and responsibilities between consortium members during Contract period shall be allowed only after approval from VSCDL. Any changes and deviation of roles and responsibilities of consortium members during the execution, operation and maintenance of this project without prior approval of Authority shall be viewed seriously by the VSCDL as it can affect an important public service. Such unilateral action by the SI shall entitle VSCDL to take appropriate action including considering it an Event of Default under this Contract leading to consequences including termination with appropriate notice.
 - x. Any dispute arising during Contract period between the consortium members shall be resolved amicably without adversely impacting project implementation and operation. If in VSCDL's opinion, dispute between consortium members adversely impacting implementation and operation of the project then Authority may in its sole discretion in the interest of the project (a) Terminate the Contract after due process and/or (2) Provide a binding solution.
 - xi. In case VSCDL intends to proceed for Termination on account of SI/bidder, Event of Defect and/ or unresolved disputes between the consortium members, all the consortium members shall be jointly and severally liable for implementation, operation and maintenance of project at agreed prices and payment terms specified in this Tender till Authority or any new agency appointed by it takes over the project.
 - xii. VSCDL reserves the right to reject the bid in case of change in the constitution of the consortium after the submission of bid and before the execution of the Agreement.

2.8. Technology Transfer

- The firm shall transfer the technology and processes from the very beginning of the starting of the work till completion of the work to VSCDL/VMC.

2.9. Remuneration of firm

- The exact consideration/charges to be paid to the firm will be decided at the time of offloading or assigning the work.

2.10. Payment terms and performance Guarantee

The firm shall provide a performance bank guarantee (equivalent to 10% of the project value or as may be decided by VSCDL to valid for 1 year since the date of issue of Letter of Intent) in favour of VSCDL for faithful execution of the contract. The performance guarantee is liable to be forfeited in the event of default or breach of any or all terms and conditions of the agreement on the part of the firm as regards to deliverables.

- Any escalation of the project cost shall be accepted by VSCDL only on acceptance of the same from the sponsoring agency of the project i.e. VMC.
- Following payment terms shall be followed:

#	Milestone	% Payment of Contract Value
1	Project Implementation Plan	5%
2	Completion of UAV Survey	15%
3	3D Model submission in the form of a mentioned formats as specified in Deliverables.	20%
4	Final acceptance of Survey deliverables	25%
5	Solution Stabilization Period completion and subsequent acceptance by VSCDL.	15%
6	2 Months after the Solution Stabilization period acceptance.	20%

Note: The Performance Bank Guarantee equivalent to 10% of the project cost should be submitted to VSCDL before the payment release for Milestone 1.

2.11. Quality factor

The output delivered is liable for rejection if it doesn't meet the specified requirement of any project. In such a case no payment will be released unless the same is rectified within the specified period to be intimated by VSCDL as per the scope and technical Specification of the project.

2.12. Guarantee/Warranty and liability

- The firm /firm shall use its best efforts to achieve the best result possible by making use of the latest state of science and technology and of its information and to the extent necessary using information provided by VSCDL . The firm shall be liable to VSCDL only in the event of willful negligence.
- The firm shall warrant that no third party raised any claims whatever nature against VSCDL with regard to its information on the date of effectiveness of the agreement.
- The firm will use its best effort to ensure that rights of third parties will not be infringed by VSCDL's use of output and / or information of service/ product
- VSCDL will inform the firm immediately as soon as it becomes aware that rights of the third parties have been informed or that third parties do infringed upon VSCDL's rights in any way with regard to information of the firm and / or Development Results and / or Service / Product.
- The sole obligation of the firm with respect to its information shall be forwarded to VSCDL and provided in the Agreements and to correct errors that might have occurred in this information without undue delay after such errors were made known to the firm. No others obligation or warranty or Service/Product of whatever kind and nature shall exist.
- All output/result/application software shall carry a warranty period of minimum five years from the date of complete of hand holding/ submission. The post warranty maintenance support if required shall also be provided by firm, for at least three years. Separate provision & cost for the maintenance will be negotiated with the firm by VSCDL

2.13. Service Level Agreements & Penalty

The purpose of this Service Level Agreement (hereinafter called SLA) is to clearly define the levels of service which shall be provided by the successful bidder to End Customer and VSCDL

for the duration of the contract. The SLA is intended to establish a clear set of measurable parameters against which the performance of the Implementation Bidder can be measured.

The Successful Bidder and VSCDL shall maintain a minimum twice in a week contact to monitor the performance of the services being provided by the Bidder.

Timeline Adherence.

Time is the essence of the project work and the bidder needs to ensure that all the deliverables are submitted in time. Any breach of the milestone mentioned in the RFP will attract penalty to the tune of 0.2% of the CAPEX value of the request order value per week for first 8 weeks and 0.3% per week for every subsequent week.

Quality Adherence

If the submitted 3D model coverage doesn't conform to the 5cm accuracy standard or the 3D model inaccurately depicts the area of interest, then it will be considered as quality deviation, for which the bidder will have to resubmit the 3D model of the identified area. Any quality breach of the milestone mentioned in the RFP will attract penalty to the tune of 0.2% of the CAPEX value of the request order value per week for first 8 weeks and 0.3% per week for every subsequent week.

Security Adherence

The cloud service provided by the bidder needs to have impregnable security feature. Any security or performance related issues impacting the network availability / performance to be resolved within maximum 6 hours. For every security breach reported, there shall be a penalty of 10% of the entire project value or may lead to the termination of contract.

The maximum penalty value considering all the deviations will have a cap limit of 10% of the entire project value.

Please note the following:

- T-O is the date of issue of Letter of Intent (LOI) i.e. start of the project.
- Penalties shall be levied only for the reasons attributable to the implementing bidder. Any risks/ issues foreseen by the implementing bidder shall be brought to the notice of the SCADL immediately. If no such issues/risks are highlighted by the implementing bidder, then it is expected that no delays will be there in the implementation schedule.
- The bidder needs to ensure that all the said deliverables are made in the respective timeline. VSCDL is of the opinion that deductions / penalty levy is a matter of serious concern and will be dealt strictly in case of violations. VSCDL will consider every individual violation with seriousness

2.14. Settlement of dispute

Any dispute or difference what-so-ever arising before VSCDL and the firm out of or relating to the output development meaning scope, operation or effect of the agreement or the validity or breach thereof shall be settled by reference to the **CHIEF EXECUTIVE OFFICER, VSCDL** whose decision shall be final and binding upon both VSCDL and the firm.

2.15. Validity of contract (to carry out work)

The agreement shall remain valid for a period of three years or completion of project, whichever is earlier. However, the same can be extended for any period as may be

specifically agreed upon by both VSCDL and the firm on mutually agreed terms and conditions. The bank guarantee provided by the party will be valid till such time.

VSCDL shall have right to terminate the Agreement with liquidated damage should there be a breach in the terms and conditions stipulated in the Agreement by giving 30 days advanced notice. No payments shall be effected to the firm for the remaining development work.

2.16. Confidentiality

The firm shall not disclose any confidential information to any third party pertaining to the execution and result/output etc.

2.17. Project agreement

A separate agreement may be entered between VSCDL and Firm on Project to project basis depending on project specification and requirement of VSCDL on mutually agreed terms. However general terms & Conditions hereof shall apply.

2.18. Intellectual Property Right

The firm shall indemnify VSCDL against loss and damage to be accrued in respect of intellectual property right if required

2.19. Force majeure

If the violation in the agreement is involuntary due to circumstances beyond the control such as those caused by acts of Gods, civil disturbances, wars, change of Government, Government Policies and the like, then in such cases both VSCDL and firm will try reliance on each other to do what is fair and equitable.

2.20. Jurisdiction

Suits, if any arising out of or in relation to the contract shall be filed by either party in court of Law exclusively to which the jurisdiction of the High Court of Gujarat only extends

2.21. Conditional offers by the Applicants

Any application containing conditional offers shall be summarily rejected outright.

2.22. Late Application offers

Any proposal received after the last date and time mentioned in the data sheet for receipt of proposal shall be rejected outright

2.23. Negotiations

To the extent possible, no negotiations shall be conducted after the pre-Application stage. All clarifications needed to be sought shall be sought in the pre-Application stage itself

2.24. Code of Integrity

Any person participating in the procurement process shall,-

- not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- not indulge in any collusion, anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- not misuse any information shared between the procuring Entity and the Applicants with an intent to gain unfair advantage in the procurement process;

- not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- not obstruct any investigation or audit of a procurement process;
- disclose conflict of interest, if any; and
- Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring Entity.

2.25. Responsibilities of the VSCDL

Since the ownership of the project is with the VSCDL, their role in the successful implementation of the project includes discharging the following responsibilities.

- Ensuring that all the participating departments/agencies and stakeholders take active part in the project
- Issuing of the necessary Government Orders, circulars, instructions, etc., to effect changes in the existing policies, framing of new policies, Business Process Re-engineering and such other matters as may be necessary from time to time.
- Performing adjudication work.
- Constituting a Project Management team to monitor and manage the day to day activities of the survey agency and issue necessary instructions if required.
- Deploying the sufficient number of Government staff for assisting and monitoring the agency during the Survey.
- Identifying and nominating personnel for accepting the deliverables.
- Popularize land resurvey project through a media plan for creating awareness.
- Approve the field survey plan.
- Assist the agency during the resurvey by providing the necessary Government support.
- Co-ordinate with the participating departments and all the stakeholders involved in the land resurvey project.
- Monitoring and review of the survey work.
- Finalization of the formats for the deliverables/outputs.
- Help organize training and change management programs.

3. Scope of Work

Vadodara Municipal Corporation intends to conduct highly accurate 5cm 3D modeling of the Vadodara city as the first step to create digital city. The study area measures **50 sq.kmts**. The study area will be equally divided between Greenfield and Brownfield area. The study area will be provided in tranches of approximately 10 / 15Kmts each for the surveying part. The selected bidder will be supposed to give the deliverables of the study area as mentioned in the RFP as mentioned against timelines in the RFP document. Based on the output quality standards delivered by the bidder, VSCDL on satisfaction, reserves the right to increase the proposed area to the entire city.

The Survey shall be carried out as per following technical standards:

- Mapping accuracy : The minimum accepted accuracy is ≤ 5 cm.
- Projection System : All co-ordinates are to be based on the following parameters:

Projection	: Universal Transverse Mercator (UTM)
Spheroid	: World Geodetic System (WGS) - 1984
Vertical Datum	: Mean Sea Level

3.1 Executive Summary

The overall scope under this project for the survey agency is to do survey of the specified municipal area and generate 3-D model of the city with geo-tagging of important landmarks of the city which includes but not limited to un-manned aerial survey of the area, post processing, point cloud generation through the software and final deliverables to be submitted to VMC as mentioned in RFP document.

3.2 3D Survey Methodology

The section covers in detail the techniques to be deployed for the photo acquisition from Unmanned Aerial Vehicle to create a Three Dimensional (3-D) Model of the city.

In-order to create the intelligible 3D model, the bidder needs to capture the Vertical (Nadir) images and the oblique 2-D images for the better positioning of the area of study. The oblique image strengthens the overall 3-D model, gives the accurate representation of the given area, when zoomed in to minute level.

The medium of capture of the aerial 2-D aerial image can happen through two types of drones named:

1. Fixed Wing UAV.
2. Multirotor UAV

Fixed Wing UAV can be beneficial for medium cartography activities and terrain modelling purposes. There is a distinct advantage as the large area is covered in quick succession, however, the fixed wing UAV fails to capture oblique images or, if captured, the images are not having proper resolution. This results in the lowering of the quality of significant part of the surveyed area.

However, on other hand, a multirotor UAV, is helpful in capturing the vertical (nadir) and oblique images to a great extent. Hence **Multirotor UAV is required** for the city level mapping of Vadodara city. The care should be taken that the drone will be able to house the camera with the desired specifications.

The simplest way to capture an area is to shoot photos from different evenly spaced areas, with different angles. Ensure a 60% overlap between two consecutive front views and a maximum angle of 15° for the side views. It is recommended to circle around the building at different levels to limit hidden areas.

The bidder assumes the whole responsibility for the wear and tear of the drones during operations and VSCDL should not bear any cost associated with the drone operations.

The flight time should be ideally scheduled when the maximum sunlight is available. The weather should be clear and sunny. Cloudy area timeline should be avoided. The bidder must avoid flying from the areas which are restricted areas / military camps / cantonments / airports etc. Such areas should be strictly avoided and in the case of violation of the condition, VSCDL assumes no responsibility for whatsoever action would be followed by violation.

The mounted camera specifications should be as mentioned below:

- Four high-resolution 7K x 4K panchromatic cameras.
- Final output image: 7,680 x 13,824 pixels
- Field of view: 84° along track
- Lens system: 4: x f = 120mm / f:4.0
- Four multispectral 3K x 2K cameras: red, green, blue, and near infrared
- Spectral sensitivity:
 - Blue: 400-580 nm
 - Green: 500-650 nm
 - Red: 590-675 nm
 - Near infrared: 675-850 nm
 - Near infrared alternate: 740-850 nm
 - Final output image pan-sharpened RGB or CIR: 7,680 x 13,824 pixels
 - Lens system: 4: x f = 25mm/f:4.0
 - Shutters and f-stop: continuously variable 1/50 – 1/300 sec f/4-f/22
 - SSD in-camera removable storage, capacity 330 GB ~ 1,200 images. Extra cartridges available or above.
 - Maximum frame rate: 2.1 sec/image.
 - Radiometric resolution: 12 bit (all cameras)
 - Enabled Video recording mode
- Camera: Any Make - Medium format DSLR camera of resolution minimum 20 MP or above.

Ground Control Points

Accurate Geo-referencing is the key for the success of the 3D Modeling project. Hence the Bidder/SI should select the Ground Control Points (GCPs) at well-defined sharp points on the ground.

The Ground Control Points (GCPs) should be located at the desired locations and should be clearly visible. Sketch, coordinate both in latitude, longitude and Easting, Northing of GCP's including GPS observation and adjustment data should be provided to VMC for necessary approval.

Flight Planning Methodology

Data capture requires pre-determined flight plan to capture suited image for the purpose of generating 3-D model, which means the process needs to have the condition of the capturing the area with multiple cameras of the same specifications.

It is expected that the flight planner should be able to undertake the complex capturing scenes like:

1. Linear flights along given axis.
 2. Adjusting camera angle to ensure wider swath, at the time of in-flight.
 3. Orbital Flights at different angles of 15 deg, 30 deg, 45 deg and 60 deg.
- It is recommended to have
- a. 60% overlap between the orbits diameters.
 - b. 15 degrees angular difference, which means the complete orbit to be captured in more than 50 photos or more as decided by the bidder.
 - c. More than 50 number of photos will be encouraged from the bidder.
 - d. The bidder needs to have the VSCDL consent before deciding any course of action.

The flight plan is to be prepared by the agency and the individual plan needs to be approved by VSCDL before the UAV takes off for the image capture.

3.3 Survey Process:

- Develop a plan for drone surveys to be approved with VSCDL.
- Adequate number of Ground control points should be established on defined and identifiable points such as permanent structures, junctions etc.
- Undertake continuous survey and mapping of entire area using 3D enabled Aerial equipment.
- Capture data in the form of multiple overlapped images. images should be clear and free from fog, haze or dust.
- Images should be taken using a high-resolution camera; resolution should be 5cm GSD or better; flight height should not exceed 200 ft.
- Coordinate with agencies and departments to obtain all necessary clearances and permissions from Directorate General of Civil Aviation (DGCA) or any other Government organization for the aerial drone photography. VSCDL / VMC will assist the agency in obtaining the permissions.
- Image overlapping shall be 70% forward and 30% sideward.

3.3.1 Image Processing Technique

- UAV data processing, analysis, modelling,
- Georeferenced Ortho Image: Using ortho-photos and DEMs in combination to be able to extract 3D coordinates of points. Image strips should be mosaicked for contiguity during the Ortho-rectification process. Images should be colour balanced to achieve homogeneity
- Point Cloud Data: The 3D model should be able to measure more than one elevation for each point making it possible to calculate volumes.
- The ground control points established and the DEM
- Digital Terrain Model (DTM) & Digital Surface Model (DSM): Provide digital terrain model (DTM) and digital surface model (DSM)
- Contour Map: Contour lines map connecting points of equal elevation.
- Textured mesh 3D models: 3D modelling data to measure systemic details of buildings, walls, windows and rooftops.

- Develop a file naming and image naming convention. The same to be approved by VSCDL.

3.3.2. 3D Model Preparation

- Data to be submitted in either of the mentioned digital formats such as PDF, STL, OBJ, COLLADA, STEP, CSV etc. or equivalent as required by VSCDL.
- The submitted 3D Model will be superimposed on the existing base map.

3.3.3. Analysis tools:

The bidder should provide plug-ins and tools that allow VSCDL to conduct micro studies for the following:

- Identification of new construction / encroachment in the Area of Interest.
- Identification of green-field area.
- Identification of over-ground utilities.
- Identification of tourist spots.

3.4 Survey Deliverables

Sr. No.	Deliverables	Timeline
1.	Project Implementation Plan detailing the Survey methodology, survey area, project risks, flight plan etc.	T - 0 + 10 days
2.	GCP Layout and Benchmarking	T - 0 + 20 days
3.	UAV Aerial Survey	T - 0 + 65 days
4.	Model Outputs. <ul style="list-style-type: none"> • High resolution 2D Ortho Map (~5cm/pixel). • 2D Contour Map at 0.25m – 0.5m interval. • 2D (2.5 D preferable) DSM in TIFF/GEOTIFF/KML format. • High density 3D point cloud data of the area surveyed. • CAD Map. • Highly accurate 3D Model of the City – Accuracy 5 cms level. • Raw data of the DGPS readings for the established benchmarks. • Mesh Export Formats. • 3 year access to cloud based application/dashboard for viewing and analysis of surveyed area. • 3-D Model of the area depicting exact latitude and longitude. • The 3D Model data should be translated to 2D Data with necessary details of Lat, Long and Elevation for the entire area scope 	T - 0 + 90 days
5.	Display of 3D model on Cloud Hosted Server	T - 0 + 100 days
6.	Date of Go-Live	T - 0 + 107 days

7.	Solution Stabilization Timeline	T – 0 + 125 days
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Note: 1. T – 0 is the date on which VSCDL will issue the Letter of Intent to the selected bidder.

Time is the essence of the project. The survey deliverables are to be followed as mentioned against the respective timeline. If any of the deliverables timelines are violated, the penalty clause mentioned in the RFP will be applicable to the successful bidder.

3.5 Survey Acceptance Procedure

Provisional Acceptance

The provisional acceptance will be done in following manner:

- (i) Checking of Ground Control Points provided by the firm
- (ii) Checking of color plots against input material and other available information
- (iii) Field Checks of data submitted

The validation of the report shall be carried out in VMC/ VSCDL in charge at one or more location in each line. The locations shall be provided by VMC/VSCDL randomly and joint report shall be prepared.

The errors pointed out for correction shall be carried out by the vendor at his own cost. The firm shall submit at his cost and expense the hard copy output at the intermittent stages of the work to the VMC for checking.

The firm before supplying the output shall ensure the in-house quality assurance as per the specified norms vide mapping accuracy cited above at his end. A certificate to this effect should be submitted along with the product for quality assurance. VSCDL will intimate the provisional acceptance or rejection to the firm.

Final Acceptance

Acceptance of survey deliverables under project scope will be done on the basis of final survey deliverables as mentioned in the RFP.

Acceptance Sites

All the activity shall be controlled from the office of the designated officer (s) by The CEO, VSCDL c/o Vadodara Municipal Corporation, Khanderao Market, Vadodara – 390001, Gujarat as nodal agency.

3.6 Technically Skilled Manpower

The bidder is required to provide technically skilled manpower in adequate numbers for the implementation of projects keeping in mind requirements of the RFP. The Indicative profiles requirements for some of the roles are given in the following section. The proposed resources for implementation and support phase will be stationed at VMC headquarters, Vadodara as per project requirement.

Minimum Qualifications & Experience for key Resources

The following are minimum qualifications and experience for key resources required to implement the project.

Survey Team

Sr. No.	Role	Min. Qualification & Experience
1.	Project Manager	<ul style="list-style-type: none"> Graduate in /Engineering 5+ Years of Experience in managing 3D modeling projects
2.	Survey team Lead	<ul style="list-style-type: none"> Graduate in Engineering /Geo-informatics 5+ Years of Experience as a leading 3D survey mapping teams Experience in GIS and associated technologies Should have hands on experience of using proposed device and technology and 3D modeling techniques.
3.	Drone Operator (02 Nos)	<ul style="list-style-type: none"> Any Graduate/ Diploma/ ITI 2+ Years of Experience in conducting 3D survey Should have hands on experience of using proposed device and technology and 3D modeling techniques.
4.	Survey Assistant	<ul style="list-style-type: none"> Any Graduate/ Diploma/ ITI Knowledge of 3D Surveying techniques Minimum two(2) year of relevant experience Should have hands on experience on proposed surveying tools & techniques

4 Bidding Instructions

4.1 Instructions to Bidder

1. The MSE / start-ups are encouraged to participate in the bidding process, however, if the MSE / start-ups are forming a consortium with any other organization, in that case, they will not be able to avail the benefits as mentioned in the RFP document.
2. Bidders are advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully.
3. Submission of bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications.
4. The response to this Bid document should be full and complete in all respects. Failure to furnish all information required by the Bid documents or submission of a proposal not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of its proposal.
5. Additionally, proposals of only those bidders who satisfy the Conditions of Eligibility, stated herein, will be considered for evaluation by VSCDL.

4.2 Purpose of Bid Document

1. The purpose of this tender is to select a Survey Agency for creation of 3D Model of Vadodara city. This document provides information to enable the bidders to understand the broad requirements to submit their 'Bids'.
2. In case a bidding firm possesses the requisite experience and capabilities required for undertaking the work, it may participate in the selection process individually in response to this invitation. The term "bidder" means the sole firm or the bidder, as the case may be.
3. The manner in which the proposal is required to be submitted, evaluated and accepted is explained in this RFP.
4. The bidder shall be required to submit their bid in three parts –Pre-qualification, Technical Bid and Commercial Bid.

4.3 Proposal Preparation Cost

1. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by VSCDL to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. The department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
2. This Bid document does not commit the VSCDL to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the bidder shall become the property of VSCDL/VMC and may be returned at its sole discretion.

4.4 Pre-Bid Meeting

A prospective bidder requiring any clarification on the RFP Document may submit his queries, via email, to smartcity_itcell@vmc.gov.in on or before last date specified in the RFP.

- VSCDL will host a Pre-Bid meeting for queries (if any) by prospective bidders. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the Pre-Bid meeting is to provide a forum to the bidders to clarify their doubts/seek clarification or additional information necessary for them to submit their bid. Details of the Pre-Bid meeting are:
 - Date and Time: As indicated Page 7 in the RFP
 - Venue: Conference Room, Vadodara Municipal Corporation, Khanderao Market, Vadodara – 390001, Gujarat
- The queries should necessarily be submitted in the following softcopy format and **should be in Microsoft Excel only** (.xls or .xlsx formats):

Request for Clarification		
Name and Address of the Organization Submitting Request	Name and Position of Person Submitting Request	Contact Details of the Organization / Authorized Representative
Name: Address:	Name: Designation:	Tel: Mobile: Fax: Email:

Sr.	RFP Document Clause/ Section No.	Clause Title	Page No.	Content of the RFP Requiring Clarification	Clarification Sought

(No PDF or Scanned images)

- Queries submitted post the above mentioned deadline or which do not adhere to the above mentioned format may not be responded to. All the responses to the queries (clarifications / corrigendum) shall be made available on the (n) Procure website (<https://vmc.nprocure.com/>).

4.5 Amendment of RFP Document

- At any time before the deadline for submission of bids, the VSCDL, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment.
- The bidders are advised to visit (n) Procure website (<https://vmc.nprocure.com/>) on regular basis for checking necessary updates. VSCDL also reserves the rights to amend the dates mentioned in this RFP for bid process.
- In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the VSCDL may, at its discretion, extend the last date for the receipt of bids.

4.6 Right to Amendment of Project Scope

1. VSCDL retains the right amend the scope of work or amend the program for service delivery at any time and without assigning any reason. VSCDL makes no commitments, express or implied, that the full scope of work as described in this RFP will be commissioned.
2. The bidder's technical and commercial proposals received in this process may result in VSCDL selecting to engage with the bidder in further discussions and negotiations toward execution of a contract including finalization of the scope elements. The commencement of such negotiations does not, however, signify a commitment by the VSCDL to execute a contract or to continue negotiations. VSCDL may terminate negotiations at any time without assigning any reason.

4.7 VSCDL's Rights to Terminate Selection Process

1. VSCDL may terminate the RFP process at any time and without assigning any reason. VSCDL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This RFP does not constitute an offer by VSCDL.
3. The bidder's participation in this process may result in VSCDL selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the VSCDL to execute a contract or to continue negotiations. VSCDL may terminate negotiations at any time without assigning any reason.

4.8 Right to Reject Any Proposal

1. Notwithstanding anything contained in this RFP, VSCDL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.
2. Besides other conditions and terms highlighted in the Tender document, bids may be rejected under following circumstances:

General rejection criteria:

- i. Conditional bids
- ii. If the information provided by the bidder is found to be incorrect/misleading/fraudulent at any stage/time during the tendering process
- iii. Any effort on the part of a bidder to influence the bid evaluation, bid comparison or contract award decisions
- iv. Bids received after the prescribed time and date for receipt of bids
- v. Bids without signature of person (s) duly authorized on required pages of the bid
- vi. Bids without power of attorney/board resolution or its certified true copy.
- vii. The agency shortlisted for the project should comply to the Regulatory requirements and the drones were to be approved from Directorate General of Civil Aviation (DGCA).

Pre-qualification rejection criteria:

- i. Bidders not complying with the Eligibility Criteria given in this Tender
- ii. Revelation of prices in any form or by any reason before opening the Commercial Bid
- iii. Failure to furnish all information required by the Tender document or submission of a bid not substantially responsive to the Tender document in every respect

Technical rejection criteria:

- i. Technical Bid containing commercial details
- ii. Revelation of prices in any form or by any reason before opening the Commercial Bid
- iii. Failure to furnish all information required by the Tender document or submission of a bid not substantially responsive to the Tender document in every respect
- iv. Bidders not quoting for the complete scope of work as indicated in the Tender documents, addendum/corrigendum (if any) and any subsequent information given to the bidder
- v. Bidders not complying with the Technical and General Terms and conditions as stated in the Tender documents
- vi. Bidders not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of Work and Service Level Agreements of this Tender

Commercial rejection criteria

- i. Incomplete Price Bid
 - ii. Price Bids that do not conform to the Tender's Price Bid format
 - iii. Total price quoted by the bidder does not include all statutory taxes and levies applicable
 - iv. If there is an arithmetic discrepancy in the Commercial Bid calculations the Technical Committee shall rectify the same. If the bidder does not accept the correction of the errors, its bid may be rejected.
3. Misrepresentation/improper response by the bidder may lead to the disqualification. If such disqualification/rejection occurs after the proposals have been opened and the highest ranking bidder gets disqualified/rejected, then VSCDL reserves the right to consider the next best bidder, or take any other measure as may be deemed fit in the sole discretion of VSCDL, including annulment of the selection process.

4.9 Tender Fee and Earnest Money Deposit (EMD)

1. The bidder should pay non-refundable Bid Fee of Rs. 5900/- (Rupees Five Thousand Nine hundred only) inclusive of GST, by Demand Draft in favour of "The CEO, VSCDL, Vadodara", from nationalized or scheduled banks, payable at Vadodara. The Bid Fees shall be in the form of a Demand Draft.
2. The bidder should also pay EMD of Rs. 125,000/- (Rupees One Lakhs Twenty Five thousand only) shall be either in form of Demand Draft or Bank Guarantee of any

nationalized/scheduled bank with validity of 180 days beyond the original validity period for the bid. No EMD to be submitted in case of MSE / start-ups.

3. No interest will be payable by the VSCDL on the Earnest Money Deposit.
4. In case bid is submitted without EMD (other than MSE / start-ups) or Bid Fees as mentioned above then VSCDL reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.
5. The EMD of unsuccessful bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the proposal of the Selected Bidder or when the Authority cancels the Bidding Process.
6. The Selected Bidder's EMD will be returned, without any interest, upon the Selected Bidder signing the Agreement and furnishing the Security Deposit in accordance with the provision thereof.
7. The decision of VSCDL regarding forfeiture of the EMD and rejection of bid shall be final and shall not be called upon question under any circumstances.
8. The EMD may be forfeited:
 - If a bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any; or
 - In the case of a successful bidder, if the bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time.
 - During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - During the bid process, if any information found wrong/manipulated/hidden in the bid.

4.10 Sealing, Marking and Submission of Bids

Bidders are required to submit their bids in separate sealed envelopes as per instructions given below:

Part 1: Pre-Qualification Bid, Bid Fees, EMD and soft copy in **CD/DVD/Pen drive/USB stick** with complete details as mentioned in “**Envelop 1**” super scribed with Tender No, Due Date and RFP Name – “**Request for Proposal for Selection of Survey Agency for creation of 3D Model of Vadodara City..**”

”. The proposal shall also consist with all supporting documents.

Part 2: Technical Bid and soft copy in **CD/DVD/Pen-drive/USB stick** with complete details as mentioned in “**Envelop 2**” super scribed with Tender No, Due Date and RFP Name – “**Request for Proposal for Selection of Survey Agency for creation of 3D Model of Vadodara City.**”. The proposal shall also consist with all supporting documents, RFP copy, Addendum & Corrigendum, if any.

The large envelope/outer envelope containing above envelopes must be sealed and super-scribed and shall be sent as under:

Details to be mentioned exactly on sealed envelop

Tender Details

- Notice No.: -----
- Bid for “Request for Proposal for Selection of Survey Agency for creation of 3D Model of Vadodara City.”.

To,
CEO,
Vadodara Smart City
Development Limited,

<ul style="list-style-type: none"> Deadline for bid submission: <<DD MMM YYYY>> at XXXX Hrs 	Vadodara Municipal Corporation, Khanderao Market, Vadodara – 390001, Gujarat
--	---

- The physical copy of Technical Bid, Tender Fee and EMD must be sent strictly through **Postal Speed Post/Registered Post AD/Courier/In-person** so as to reach on or before the last date specified. VSCDL won't be responsible for postal delays.
- VSCDL will not accept submission of a proposal in any manner other than that specified in the document. Proposals submitted in any other manner shall be treated as defective, invalid and rejected.
- If the envelopes are not sealed and marked as instructed above, the VSCDL assumes no responsibility for the misplacement or premature opening of the contents of the application and consequent losses, if any suffered by the bidder.
- Each bidder shall submit only one proposal containing documents as below. A bidder who submits more than one proposal under this contract will be disqualified
 - Original copy of the Tender Fee and EMD
 - Pre-qualification criteria related documents
 - Technical Proposal related documents
 - RFP Copy and Addenda & Corrigendum
 - The bidder shall prepare original set of the Application (together with originals /copies of documents required to be submitted along therewith pursuant to this document) and applicant shall also provide a soft copy on a Compact Disc (CD)/Pen-drive/USB stick. In the event of any discrepancy between the original and CD/Pen-drive/USB stick, the original shall prevail.
- Each page of the above should bear the initials of the Applicant along with the seal of the Applicant in token of confirmation of having understood the contents.
- Pre-qualification and Technical Proposal should be signed by an authorized person of the bidder. The Pre-qualification Proposal should be submitted along with a certified true copy of a board resolution/power of attorney empowering authorized signatory to sign/act/execute documents binding the bidder organization to the terms and conditions detailed in this proposal.
- Proposals must be direct, concise, and complete. VSCDL will evaluate bidder's proposal based on its clarity and completeness of its response to the requirements of the project as outlined in this RFP. The CEO, VSCDL reserves the right to accept or reject any or all the proposals without assigning any reason.

PRICE BID

- The Price Bid must be submitted online on (n) Procure website (<https://vmc.nprocure.com/>). It should not be sent physically, if submitted physically the

bid shall be rejected. The Price Bid or mention of price, if done in the Technical Bid, will result in immediate disqualification of the concerned bidder.

4.11 Language of Bids

1. The bid prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and VSCDL/VMC, shall be written in English language, provided that any printed literature furnished by the bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
2. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.

4.12 Concessions Permissible under Statutes

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

4.13 Bid Validity

The proposal should be valid for acceptance for a minimum period of 180 days from the Bid Opening Date (the “Proposal Validity Period”). If required, VSCDL may request the bidder to have it extended for a further period. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will not be required or permitted to modify his Proposal but will be required to extend the validity of EMD for the period of the extension, and in compliance with Clause 8.10 in all respects

4.14 Taxes

The prices mentioned in the Price Bid should include all applicable taxes. Any deviations due to change in the rate of taxes and duties or any introduction of new taxes and duties would be bear by the Bidder and VSCDL shall not pay any additional amount for such tax rate deviation. The VSCDL shall be entitled to deduct tax at source or any other taxes/cess as may be applicable.

5 Bid Formats

5.1 Formats for Pre-Qualification Bid

5.1.1 Bid Cover Letter

<<To be printed on Bidder Company's Letterhead and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,
CEO, VSCDL

Subject: "Request for Proposal for Selection of Survey Agency for creation of 3D Model of Vadodara City."

Reference: Tender No: <No> dated <DD/MM/YYYY>

Dear Sir,

Having examined the Bid document (and the clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Bid document for selection of survey agency for creation of 3D model of Vadodara city. We attach hereto our responses to pre-qualification requirements and technical and commercial proposals as required by the Bid document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to VSCDL, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead VSCDL in its shortlisting process.

We fully understand and agree to comply that on verification, if any of the information provided here 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.

We agree for unconditional acceptance of all the terms and conditions set out in the Bid document (and subsequent clarification/corrigendum, if any) document and also agree to abide by this tender response for a period of 180 days from the Bid Opening Date. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the Bid document.

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.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail Address :

5.1.2 Pre-Qualification Documents Checklist

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
1.	DD of Rs. 5900/- (Rupees Five Thousand Nine hundred only) as tender fee (in separate envelop)		
2.	EMD of Rs. 125,000/- (Rupees One Lakhs Twenty five thousand only). No EMD for MSE / start-ups. (Form PQ_1)		
3.	Bid Cover Letter		
4.	Copy of certificate of incorporation (Form PQ_2) For global companies, equivalent certificate in the country of incorporation		
5.	Certificate from the statutory auditor/CA clearly specifying the net worth of the company for last three financial years 2017-18, 2016-17, 2015-16 (Form PQ_3)		
6.	Certificate from the statutory auditor/CA specifying the overall annual revenue for last three financial years 2017-18, 2016-17, 2015-16 (Form PQ_4)		
7.	Details of Details of 3D Survey Projects Experience (PQ_5)		
8.	Adequate professionals on company payroll (PQ_6)		
9.	Declaration that the firm is not blacklisted by Central Government or any State Government organization/ department in India at the time of submission of the bid (Form PQ_7)		
10.	Declaration on stamp paper, for the bidder not being insolvent or in receivership or bankrupt (Form PQ_8)		
11.	Copy of audited balance sheet for last three financial years 2017-18, 2016-17, 2015-16		
12.	Copy of the audited profit & loss statements for last three financial years 2017-18, 2016-17, 2015-16		
13.	Copy of valid Service Tax / GST registration		
14.	Copy of PAN card along with documentary proof of Income Tax returns for the last three financial years i.e. 2017-18, 2016-17, 2015-16.		
15.	Declaration on stamp paper, for the bidder not being terminated or withdrawn from similar project (Form PQ_9)		

5.1.3 PQ_1: Bank Guarantee Format

To,

<Name>
<Designation>
<Address>
<Phone No.>
<Fax No.>
<Email ID>

Whereas <<name of the bidder>> (hereinafter called 'the Agency') has submitted the bid for submission of Tender <<tender number>> dated <<date>> for <<name of the assignment>> (hereinafter called "the Bid") to <<name of purchaser>>.

Know all Men by these presents that we <<name of company>> having our office at <<address>> (hereinafter called "the Bank") are bound unto the << purchaser >> (hereinafter called "the Purchaser") in the sum of Rs. <<amount in figures>> (Rupees <<amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<date>>.

The conditions of this obligation are:

1. If the bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a. Withdraws his participation from the bid during the period of validity of bid document; or
 - b. Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<amount in figures>> (Rupees <<amount in words>> only)
- II. This Bank Guarantee shall be valid up to <<date>>
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<date>> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

5.1.4 PQ_2: Bidder Information Format

<<To be printed on Bidder Company's Letterhead and signed by Authorized Signatory>>

To,
 CEO,
 Vadodara Smart City Development Limited
 Vadodara Municipal Corporation
 Khanderao Market, Vadodara – 390001, Gujarat

Subject: “Selection of Survey Agency for creation of 3D Model of Vadodara City.”.

Dear Sir,

Please find below details of bidder for participation in “Selection of Survey agency for 3D Mapping of Vadodara City.”

Bidder Information Sheet		
#	Particulars	Bidder
1.	Name of the Organization	
2.	Type of Organization (Pvt. Ltd./Public Limited/LLP)	
3.	Country of Registered Office	
4.	Address of Registered Office	
5.	Company Registration Details	
6.	Date of Registration	
7.	PAN/Equivalent	
8.	VAT/Equivalent	
9.	Address of Registered Office in India	
10.	No. of Years of Operation in India	
11.	Authorized Signatory Name	
12.	Authorized Signatory Designation	
13.	Authorized Signatory Contact Details	

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :
 Designation :
 Address :
 Telephone & Fax :
 E-mail Address :

5.1.5 PQ_3: Auditor's Certificate for Net worth of Bidder

Date: DD/MM/YYYY

To,
 CEO,
 Vadodara Smart City Development Limited
 Vadodara Municipal Corporation
 Khanderao Market, Vadodara – 390001, Gujarat

Dear Sir,

This is to certify that the Net Worth as per books and records of _____ for the following financial years are as under.

Sr.	Financial Year Ending	Net Worth (in INR Lakhs)
1.	31 March 2016	
2.	31 March 2017	
3.	31 March 2018	
Average Net worth		

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

 Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail Address :

5.1.6 PQ_4: Bidder's Annual Revenue

<<To be printed on Bidder Company's Letterhead and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,
 CEO,
 Vadodara Smart City Development Limited
 Vadodara Municipal Corporation
 Khanderao Market, Vadodara – 390001, Gujarat

Subject: "Selection of Survey Agency for creation of 3D Model of Vadodara City."

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for **"Request for Proposal for Selection of Survey Agency for creation of 3D Model of Vadodara City."** I hereby declare that below are the details regarding Overall and average revenue for our organization for last 3 financial years.

#	Details	FY 2017-18 (in INR Lakhs)	FY 2016-17 (in INR Lakhs)	FY 2015-16 (in INR Lakhs)
1.	Annual Consolidated Revenue			
2.	Average Consolidated Revenue			

Contact details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Mobile		
Fax		

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

 Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone & Fax :
E-mail Address :

5.1.7 PQ_5: Details of 3D Survey Projects Experience

Date: DD/MM/YYYY

To,
 CEO,
 Vadodara Smart City Development Limited
 Vadodara Municipal Corporation
 Khanderao Market, Vadodara – 390001, Gujarat

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for “**Selection of Survey Agency for creation of 3D Model of Vadodara City.**”.

I hereby declare that below are the details regarding relevant work that has been taken up by our company.

NOTE: To be filled for separately for each project undertaken

Name of the Project	<<Name>>
General Information	
Client for which the project was executed	
Name of the client contact person(s)	
Designation of client contact person(s)	
Contact details of the client contact person(s)	
Project Details	
Description of the project [<i>Specify project length in line kms</i>]	
Scope of work of the Bidder [<i>Specify the work carried out</i>]	
Deliverables of the Bidder	
Technologies used [<i>GPR , EML , any other device used</i>]	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the Bidder	
Duration of the project (number of months, start date, completion date, current status)	
Other Relevant Information	
Mandatory Supporting Documents:	
Work order / Purchase order / Contract for the project	
Client Certificate giving present status of the project and view of the quality of services by	

the Bidder

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

5.1.8 PQ_6: Adequate Professionals on company payroll

Date: DD/MM/YYYY

To,
 CEO,
 Vadodara Smart City Development Limited
 Vadodara Municipal Corporation
 Khanderao Market, Vadodara – 390001, Gujarat

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for **“RFP for Selection of Survey Agency for creation of 3D Model of Vadodara City.”**

I hereby declare that my company <name has to specify by bidder> has <number to be defined by bidder> technically qualified professionals having core expertise in 3D Modeling and Geospatial technology using as on 31 Mar 2018.

Details of the employees are:

Name of Resource	Educational Qualification	Relevant Experience	Total Experience

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

 Signature of Auditor / Company Secretary/ Head HR (with official seal)

Name :
 Designation :
 Address :
 Telephone & Fax :
 E-mail Address :

5.1.9 PQ_7: Self Declaration – No Blacklisting

<<To be printed on Rs. 100/- Stamp Paper>>

Date: DD/MM/YYYY

To,
CEO,
Vadodara Smart City Development Limited
Vadodara Municipal Corporation
Khanderao Market, Vadodara – 390001, Gujarat

Dear Sir,

In response to the Tender Ref. No. _____ dated _____ for “**RFP for Selection of Survey Agency for creation of 3D Model of Vadodara City.**”, as an Owner/Partner/Director of _____, I/We hereby declare that presently our Company/Firm _____ is having unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/PSU.

We further declare that presently our Company/Firm _____ is not blacklisted and not declared ineligible for reasons other than corrupt and fraudulent practices by any State/Central Government/PSU on the date of bid submission.

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

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Date :
Place :
Seal of the Organization :

5.1.10PQ_8: Self Declaration for Bidder Not Being Insolvent or In Receivership or Bankrupt

<<To be printed on Rs. 100/- Stamp Paper>>

Date: DD/MM/YYYY

To,
CEO,
Vadodara Smart City Development Limited
Vadodara Municipal Corporation
Khanderao Market, Vadodara – 390001, Gujarat

Dear Sir,

In response to the Tender Ref. No. _____ dated _____ for **“Request for Proposal for Selection of Survey Agency for creation of 3D Model of Vadodara City.”**, as an Owner/Partner/Director of _____, I/We hereby declare that presently our Company/Firm _____:

- a) is not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not be declared defaulter by any financial institution, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons
- b) not has, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings
- c) does not have a conflict of interest in the procurement in question as specified in the RFP

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

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Date :
Place :
Seal of the Organization :

5.1.11 PQ_9: Non Termination Certificate

<<To be printed on Rs. 100/- Stamp Paper>>

Date: DD/MM/YYYY

Ref: XXXX

Tender Reference XXXX

To,

CEO,

Vadodara Smart City Development Limited

Vadodara Municipal Corporation

Khanderao Market, Vadodara – 390001, Gujarat

Sir/Madam,

In response to the Tender Ref. No. _____ dated _____ for “**Request for Proposal for Selection of Survey Agency for creation of 3D Model of Vadodara City.**”, as an Owner/Partner/Director of _____, I/We hereby declare that presently our Company/Firm _____), having registered office at _____ (address of the registered office), as on date of submission of the bid, has not withdrawn from similar project or have not had any termination of contract from similar project with Government entities (Central Government / State Government / ULBs) as on the date of bid submission.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail Address :

5.2 Formats for Technical Bid

5.2.1 Documents Checklist for Technical Bid

#	Submitted (Y / N)	Documentary Proof (Page No.)
TQ_1	Details of Experience of Details of 3D Survey Projects Experience	
TQ_2	Undertaking for other mapping equipment's	
TQ_3	CVs of the Manpower Proposed	

5.2.2 TQ_1: Details of Experience of 3D Modeling Projects

<<To be printed on Company's Letterhead and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,

CEO,

Vadodara Smart City Development Limited

Vadodara Municipal Corporation

Khanderao Market, Vadodara – 390001, Gujarat

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for **“RFP for Selection of Survey Agency for creation of 3D Model of Vadodara City.”**. I hereby declare that below are the details regarding relevant work that has been taken up by our company.

Name of the Project	<<Name>>
General Information	
Client for which the project was executed	
Name of the client contact person(s)	
Designation of client contact person(s)	
Contact details of the client contact person(s)	
Project Details	
Description of the project [<i>Specify project length in line kms</i>]	
Scope of work of the Bidder [<i>Specify the work carried out</i>]	
Deliverables of the Bidder	
Technologies used [<i>GPR , EML , any other device used</i>]	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the Bidder	
Duration of the project (number of months, start date, completion date, current status)	
Other Relevant Information	
Mandatory Supporting Documents:	
Work order / Purchase order / Contract for the project	
Client Certificate giving present status of the project and view of the quality of services by	

the Bidder

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail Address :

5.2.3 TQ_2: Undertaking for Other Mapping equipment's

<<To be printed on Company's Letterhead and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,

CEO,
Vadodara Smart City Development Limited
Vadodara Municipal Corporation
Khanderao Market, Vadodara – 390001, Gujarat

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for **RFP for Selection of Survey Agency for creation of 3D Model of Vadodara City..** I hereby declare that my company <company's name> has <number > UAV's / Drones and other mapping equipment's for 3D Modeling of the city as on 31 March 2018.

#	Make	Model	Numbers	Date of purchase	Details of PO
1.					
2.					
3.					

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail Address :

5.2.4 TQ_3: CVs of the Manpower Proposed

<<CV of the proposed Manpower to be submitted in the following format>>

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	<ul style="list-style-type: none"> <Degree>/<Diploma>, <College/University>, <Year of Passing> 																			
7.	Key Training and Certifications																				
8.	Language Proficiency	<table border="1"> <tr> <th>Language</th> <th>Reading</th> <th>Writing</th> <th>Speaking</th> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>				Language	Reading	Writing	Speaking												
Language	Reading	Writing	Speaking																		
9.	Employment Record (For the Total Relevant Experience)	<table border="1"> <tr> <th>From / To:</th> <th>Employer</th> <th>Position Held</th> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>				From / To:	Employer	Position Held													
From / To:	Employer	Position Held																			
10.	Total No. of Years of Work Experience																				
11.	Total No. of Years of Experience for the Role Proposed																				
12.	Total number of years of experience for handling /managing proposed equipment's																				
13.	Highlights of relevant assignments handled and significant accomplishments	<p>Use following format for each project</p> <table border="1"> <tr> <td>Name of Assignment/Project:</td> <td></td> </tr> <tr> <td>Year:</td> <td></td> </tr> <tr> <td>Location:</td> <td></td> </tr> <tr> <td>Client:</td> <td></td> </tr> <tr> <td>Main Project Features:</td> <td></td> </tr> <tr> <td>Positions Held:</td> <td></td> </tr> <tr> <td>Activities Performed:</td> <td></td> </tr> </table>				Name of Assignment/Project:		Year:		Location:		Client:		Main Project Features:		Positions Held:		Activities Performed:			
Name of Assignment/Project:																					
Year:																					
Location:																					
Client:																					
Main Project Features:																					
Positions Held:																					
Activities Performed:																					

5.3 Formats for Commercial Bid

5.3.1 General Instructions

1. Bidder should provide all prices as per the prescribed format under this Annexure.
2. All the prices are to be entered in Indian Rupees (INR) only.
3. Prices indicated in the schedules shall be inclusive of all taxes, duties and levies etc.
4. It is mandatory to provide breakup of all taxes, duties and levies wherever asked for.
5. VSCDL reserves the right to ask the Agency to submit proof of payment against any of the taxes, duties and levies indicated.
6. VSCDL shall take into account all taxes, duties and levies for the purpose of evaluation.
7. The Firm needs to account for all Out of Pocket expenses due to boarding, lodging and other related items.
8. Variation in quantities of individual items shall be permitted. The successful bidder shall not object to the upward or downward variation in quantities of any item within the variation limits.
9. For the purpose of evaluation of Commercial Bids, VSCDL shall make appropriate assumptions to arrive at a common Bid Price for all the bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the bidder.
10. VSCDL also intends to utilize various rates obtained through this tender for requirements across various departments. Bidders are requested to factor this larger demand and give the best possible rate to VSCDL.
11. Line items mentioned in the Commercial Formats are for representation purpose and bidders may propose alternate technology/solution (with proper justification). Bidders are required to suitably add line items/merge the cost components depending upon their proposed solution.
12. No escalations of prices will be considered under any circumstances.
13. Any conditional application would be summarily rejected.
14. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "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
15. VSCDL have absolute competency to decide the details of roles and responsibilities, deliverables, scope of work, expectation from government and agencies as per their requirements at the time of financial commercial applications. This is absolutely an exercise of evaluating technical and financial capacity of the agencies.
16. VSCDL have got absolute right to summarily reject any application at the time of financial application after giving adequate opportunity of hearing.
17. The software licenses provided should be perpetual and at enterprise level such that VSCDL or VMC (or any entity as determined by VSCDL) can use the software products irrespective of number of users and number of field devices or number of cores of

computer. Additions to users or field devices or number of cores will have to be done at no additional cost.

5.3.2 Commercial Proposal Cover Letter

Date: dd/mm/yyyy

To

CEO,
Vadodara Smart City Development Limited
Vadodara Municipal Corporation
Khanderao Market, Vadodara – 390001, Gujarat

Sub : “Request for Proposal for Selection of Survey Agency for creation of 3D Model of Vadodara City.”

Ref : Tender No: <No> Dated <DD/MM/YYYY>

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of **“Request for Proposal for Selection of Survey Agency for creation of 3D Model of Vadodara City.”** do hereby propose to provide services as specified in the RFP referred above.

1. PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for a period of 90 calendar days from the date of opening of the Tenders.
- We hereby confirm that our Tender prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the RFP formats.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

2. UNIT RATES

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the RFP documents and there are no deviations except for those mentioned in Pre-Qualification Envelope, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in our bid documents, other than those stated in the deviation schedule in Pre-Qualification Envelope, shall not be given effect to.

4. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the RFP document. These prices are indicated in the subsequent sub-sections of this Section.

6. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the RFP.

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

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Signatory)

Date:
Place:
Business Address:

Yours faithfully,

(Signature of the Authorized

Name
Designation
Seal.

5.3.3 Commercial Proposal Format & Instructions

[1.1] 3D Modeling Cost

Schedule - A: Capital Expenditure (CAPEX)

Sr.No.	Scope of Work	Area in Sq.kmts	Rate / Sq. Kmts (inclusive of applicable taxes)	Total Unit Rate
A.1	Mapping of the Municipal Area on 3-D platform with geo-tagging of important landmarks and deliverables submission in the time bound manner as specified in the Section 3.3.3. and 3.4	50		
A.2	Any other Cost (Please specify the work details in Technical Bid)	50		
Total of Schedule - A				

Schedule - B : Operational Expenditure (OPEX)

Sr.No.	Scope of Work	Area in Sq.kmts	Unit Rate (inclusive of applicable taxes)	Total Rate
B.1	Mapping of the ADDITIONAL Municipal Area on 3-D platform with geo-tagging of important landmarks and deliverables submission in the time bound manner as specified in the Section 3.3.3. and 3.4 - YEAR 1	5	0	-
B.2	Mapping of the ADDITIONAL Municipal Area on 3-D platform with geo-tagging of important landmarks and deliverables submission in the time bound manner as specified in the Section 3.3.3. and 3.4 - YEAR 2	5	0	-
B.3	Mapping of the ADDITIONAL Municipal Area on 3-D platform with geo-tagging of important landmarks and deliverables submission in the time bound manner as specified in the Section 3.3.3. and 3.4 - YEAR 3	5	0	-
Total of Schedule - B				-

Grand Total = Total of Schedule – A + Total of Schedule – B.

Note:* Bidder is required to bundle all the costs related to 3D Modeling survey of Vadodara City such as logistics, manpower, machinery, software component, carrying out survey and post processing and final deliverable of project deliverables as specified in the RFP.

Note:

- All the prices are to be entered in Indian Rupees ONLY
- Prices indicated in the schedules shall be inclusive of all taxes, Levies, duties etc. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
- During the payment stage, VSCDL reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
- For the purpose of evaluation of Commercial Bids, VSCDL shall make appropriate assumptions to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.

5.4 Format for Performance Bank Guarantee

<<To be printed on Rs. 100/- Stamp Paper>>

IN CONSIDERATION OF _____ through _____
Vadodara Smart City Development Corporation (VSCDL) for **“Request for Proposal for Selection of Survey Agency for creation of 3D Model of Vadodara City.”** (hereinafter referred to as the “said work”) on the terms and conditions of the AGREEMENT dated the _____ day of _____ 2018 executed between VSCDL on the one part and the Company (_____) on the other part (hereinafter referred to as “the said AGREEMENT”) and on the terms and conditions specified in the Contract, Form of Offer and Form of Acceptance of Offer, true and complete copies of the offer submitted by the Company, the said Acceptance of Offer and the said AGREEMENT are annexed hereto.

The Company has agreed to furnish VSCDL in Guarantee of the Nationalized Bank for the sum of Rs. _____ (Rupees _____ only) only which shall be the Security Deposit for the due performance of the terms covenants and conditions of the said AGREEMENT. We _____ Bank registered in India under Act and having one of our local Head Office at _____ do hereby guarantee to VSCDL in _____ Department.

- i. Due performance and observances by the Company of the terms covenants and conditions on the part of the Company contained in the said AGREEMENT, AND
- ii. Due and punctual payment by the Company to VSCDL of all sum of money, losses, damages, costs, charges, penalties and expenses that may become due or payable to VSCDL by or from the Company by reason of or in consequence of any breach, non-performance or default on the part of the Company of the terms covenants and conditions under or in respect of the said AGREEMENT.

AND FOR THE consideration aforesaid, we do hereby undertake to pay to VSCDL on demand without delay demur the said sum of Rs. _____ (Rupees _____ only) together with interest thereon at the rate prescribed under _____ from the date of demand till payment or such lesser sum, as may be demanded by VSCDL from us as and by way of indemnity on account of any loss or damage caused to or suffered by VSCDL by reason of any breach, non-performance or default by the Company of the terms, covenants and conditions contained in the said AGREEMENT or in the due and punctual payment of the moneys payable by the Company to VSCDL thereunder and notwithstanding any dispute or disputes raised by the Company in any suit or proceeding filed before the Court relating thereto our liability hereunder being absolute and unequivocal and irrevocable AND WE do hereby agree that:

- a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said AGREEMENT and that the same will continue to be enforceable till all the claims of VSCDL are fully paid under or by virtue of the said AGREEMENT and its claims satisfied or discharged and till VSCDL certifies that the terms and conditions of the said AGREEMENT have fully and properly carried out by the Company.
- b) We shall not be discharged or released from liability under this Guarantee by reason of
 - a. any change in the Constitution of the Bank or
 - b. any arrangement entered into between VSCDL and the Company with or without our consent;

- c. any forbearance or indulgence shown to the Company,
 - d. any variation in the terms, covenants or conditions contained in the said AGREEMENT;
 - e. any time given to the Company, OR
 - f. Any other conditions or circumstances under which in a law a surety would be discharged.
- c) Our liability hereunder shall be joint and several with that of the Company as if we were the principal debtors in respect of the said sum Rs. _____ (Rupees _____ only).
- d) We shall not revoke this guarantee during its currency except with the previous consent of VSCDL in _____ Department in writing;
- e) Provided always that notwithstanding anything herein contained our liabilities under this guarantee shall be limited to the sum of Rs. _____ (Rupees _____ only) and shall remain in force until VSCDL certifies that the terms and conditions of the said AGREEMENT have been fully and properly carried out by the Company.
- f) Bank hereby agrees and covenants that if at any stage default is made in payment of any instalment or any portion thereof due to VSCDL under the said AGREEMENT or if the Company fails to perform the said AGREEMENT or default shall be made in fulfilling any of the terms and conditions contained in the said AGREEMENT by the Company, the Bank shall pay to VSCDL demand without any demur, such sum as may be demanded, not exceeding Rs. _____ (Rupees _____ only) and that the Bank will indemnify and keep VSCDL indemnified against all the losses pursuant to the said AGREEMENT and default on the part of the Company. The decision of VSCDL that the default has been committed by the Company shall be conclusive and final and shall be binding on the Bank/Guarantor. Similarly, the decision of VSCDL as regards the Agreement due and payable by the Company shall be final and conclusive and binding on the Bank /Guarantor.
- g) VSCDL shall have the fullest liberty and the Bank hereby gives its consent without any way affecting this guarantee and discharging the Bank/Guarantor from its liability hereunder, to vary or modify the said AGREEMENT or any terms thereof or grant any extension of time or any facility or indulgence to the Company and Guarantee shall not be released by reason of any time facility or indulgence being given to the Company or any forbearance act or omission on the part of VSCDL or by any other matter or think whatsoever which under the law, relating to sureties so releasing the guarantor and the Guarantor hereby waives all suretyship and other rights which it might otherwise be entitled to enforce.
- h) That the absence of powers on the part of the Company or VSCDL to enter into or execute the said AGREEMENT or any irregularity in the exercise of such power or invalidity of the said AGREEMENT for any reason whatsoever shall not affect the liability of the Guarantor/Bank and binding on the bank notwithstanding any abnormality or irregularity,

- i) The Guarantor agrees and declares that for enforcing this Guarantee by _____ against it, the Courts at Vadodara only shall have exclusive jurisdiction and the Guarantor hereby submits to the same.

1. _____

2. _____

Being respectively the Director of the Company, who in token thereof, has hereto set his respective hands in the presence of:

1. _____

2. _____

5.5 Master Service Agreement

<<To be printed on Rs. 100/- Stamp Paper>>

This **AGREEMENT** is made at _____, Vadodara, Gujarat, on this ____ day of _____, _____,

BETWEEN

-----, hereinafter referred to as "**Client**", or "**VSCDL**" (*which expression unless repugnant to the context therein shall include its administrator and permitted assignees*) of the **FIRST PART**;

AND

-----, a company registered under the Companies Act, 1956, having its registered office at -----, hereinafter referred to as "**Systems Integrator**" or "**SI**" or "**Vendor**" or "**Agency**", (*which expression unless repugnant to the context therein, shall include its successors, administrators, executors and permitted assignees*), of the **SECOND PART**.

Whereas VSCDL has envisaged to conduct 3D Modeling of Vadodara city.

And whereas VSCDL published the RFP to seek services of a reputed agency 3D Modeling for Vadodara Municipal Corporation

And whereas M/s. ----- has submitted its proposal for "Request for Proposal for Selection of Survey Agency for creation of 3D Model of Vadodara City."

AND whereas VSCDL has selected M/s..... as successful bidder and issued Letter of Intent dated to the successful bidder who in turn signed and returned the same as a token of acceptance of Letter of Intent.

And whereas VSCDL and M/s. ----- have decided to enter into this Agreement on the terms and conditions stipulated hereinafter.

NOW, THEREFORE, in consideration of the premises covenants and promises contained herein and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, IT IS HEREBY AGREED between the Parties as follows:

1. Definitions

In this Agreement, the following terms shall be interpreted as indicated, -

(a) live "VSCDL" means VSCDL;

(b) "Contract" means this Agreement entered into between VSCDL and the Systems Integrator including all attachments and annexure thereto and all documents incorporated by reference therein;

- (c) “Systems Integrator” means M/s. ----- interchangeably referred to as “SI” in the contract; and
- (d) “RFP” means the Tender Published by VSCDL (Ref. No. -----) and the subsequent Corrigenda / Clarifications issued.
- (e) *"Deliverable" means any action / output generated by the Firm while discharging their contractual obligations. This would include information and all the other services rendered as per the scope of work and as per the SLAs.*
- (f) *"Assets" refer to all the hardware / Software / furniture / data / documentations / manuals / catalogs / brochures / or any other material procured, created or utilised by the Firm for the Vadodara City 'Smart Elements' Project.*

2. Interpretation

The documents forming this Agreement are to be taken as mutually explanatory of one another. The following order shall govern the priority of documents constituting this Agreement, in the event of a conflict between various documents, the documents shall have priority in the following order:

- this Agreement;
- Scope of Services for the Systems Integrator
- Detail Commercial proposal of the Systems Integrator accepted by VSCDL
- SLA to be adhered by the Systems Integrator
- Clarification & Corrigendum Documents published by VSCDL subsequent to the RFP for this work
- RFP Document of VSCDL for this work
- LoI issued by the VSCDL to the successful bidder and
- Successful bidder’s “Technical Proposal” and “Commercial Proposal” submitted in response to the RFP.

3. Term of the Agreement

The term of this agreement shall be a period of 1 years from the date of release of Letter of Intent (LOI).

In the event of implementation period getting extended beyond implementation timelines, for reasons not attributable to the Systems Integrator, VSCDL reserves the right to extend the term of the Agreement by corresponding period to allow validity of contract for 1 year from the date of successful completion of implementation of all the project components. (Note: Delay caused due to any reason not in control of the Firm would not be attributed to the project period.)

VSCDL also reserves the right to extend the contract at its sole discretion for additional duration, beyond the 1 year of post-implementation period. Terms and conditions of such an extension shall be prepared by VSCDL and finalized in mutual discussion with the SI.

4. Work Completion Timelines and Fees

As mentioned in the RFP

5. Scope Extension

VSCDL reserves right to extend the scope of services for the price and timelines as given in the Agreement. The SLAs applicable to this Contract shall be liable for the additional items too.

6. Service Level Agreement (SLA)

VSCDL is looking at a very professional approach in the project implementation and its operations. System Integrator is expected to match these expectations of the service levels given in this agreement. Any non-adherence to the SLAs would lead to the penalty, to be calculated as per the details given in the RFP.

7. Use and Acquisition of Assets during the Term

System Integrator shall:

- Take all reasonable and proper care of the entire hardware & software, network or any other information technology infrastructure components used for the project & other facilities leased/owned by the system integrator exclusively in terms of the delivery of the services as per this Agreement (hereinafter the “Assets” which include all the hardware/software/furniture/ data/documentations/manuals/catalogues/brochures/or any other material procured, created or utilized by the Firm or the VSCDL for the Vadodara Smart City Project in proportion to their use and control of such Assets which will include all upgrades/enhancements & improvements to meet the needs of the project arising from time to time; Note: Hardware upgrades outside the RFP scope would not be part of the original contract and would be catered through change request. Assets would be owned by the VSCDL however, the System Integrator would be custodian of the same during the entire contract period and would take care of all wear-tear, insurance, theft etc. so that the SLAs are not affected.
- Maintain sufficient spare inventory at all times, for all items of importance;
- Keep all the tangible Assets in good and serviceable condition (reasonable wear & tear excepted) &/or the intangible Assets suitably upgraded subject to the relevant standards as stated in of the RFP to meet the SLAs mentioned in the contract & during the entire term of the Agreement.

- Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets and which are provided to the system integrator will be followed by the System integrator & any person who will be responsible for the use of the Asset;
- Take such steps as may be recommended by the manufacturer of the Assets and notified to the system integrator or as may be necessary to use the Assets in a safe manner;
- Provide a well-prepared documentation for users in the manual, a clear plan for training, education & hand holding the users and shall form part of hand holding phase until bringing up the users to use software solution with speed & efficiency;
- To the extent that the Assets are under the control of the system integrator, keep the Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them,
- Provide and facilitate access to VSCDL or its nominated agencies & any persons duly authorized by him/her to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable requirements;
- Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law;
- Use the Assets exclusively for the purpose of providing the Services as defined in the contract;
- Use the Assets only in accordance with the terms hereof & those contained in the SLAs;
- Maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance & any other insurance for the Assets, data, software, etc. in the joint names of VSCDL & the System Integrator, where Firm shall be designated as the 'loss payee' in such insurance policies; Firm shall be liable to pay premium for the insurance policy & shall ensure that each & every policy shall keep updated from time to time.
- Ensure the integration of the software with hardware to be installed and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to VSCDL of this Project in an efficient and speedy manner; &
- Obtain a sign off from VSCDL or its nominated agencies at each stage as is essential to close each of the above considerations.

Ownership of the Assets shall vest with VSCDL on Go Live of the project. Ownership of any asset, created during the contractual period after go Live, shall also vest with VSCDL upon creation of such asset. System Integrator shall not use VSCDL data to provide services for the benefit of any third party, as a service bureau or in any other manner. Six months prior to the expiry of the contract (of the respective work streams), there shall be joint inspection by a team of VSCDL and Firm to assess the damages to the assets, if any. If damage to the assets is found unacceptable to the VSCDL, then corresponding penalty/liquidated damages shall be recovered from Firm from the fees payable.

8. Security and Safety

- The System Integrator will comply with the directions issued from time to time by VSCDL and the standards related to the security and safety in so far as it applies to the provision of the Services.
- System Integrator shall also comply with the VSCDL Project's information technology security and standard policies in force from time to time as applicable.
- System Integrator shall use reasonable endeavours to report forthwith in writing to all the partners / contractors about the civil and criminal liabilities accruing due to by unauthorized access (including unauthorized persons who are employees of any Party) or interference with VSCDL's data, facilities or Confidential Information.
- The System Integrator shall upon reasonable request by VSCDL or his/her nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- System Integrator and its partners/sub-contractors shall promptly report in writing to each other and VSCDL any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at VSCDL's Facilities.

9. Indemnity

The System Integrator agrees to indemnify and hold harmless VSCDL, its officers, employees and agents(each a “Indemnified Party”) promptly upon demand at any time and from time to time, from and against any and all losses , claims, damages, liabilities, costs (including reasonable attorney’s fees and disbursements) and expenses (collectively, “Losses”) to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from

- i. Any mis-statement or any breach of any representation or warranty made by the System Integrator or
- ii. The failure by the System Integrator to fulfil any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the System Integrator. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created System Integrator pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by System Integrator or sub-contractors pursuant to this Agreement, or the SLAs (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secretes under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) "Implementation of Project by itself or through other persons other than System Integrator or its sub-contractors; (B) Third Parties (i.e., other than System Integrator or sub-contractors) at the direction of VSCDL, or

- iii. any compensation / claim or proceeding by any third party against VSCDL arising out of any act, deed or omission by the System Integrator or
- iv. Claim filed by a workman or employee engaged by the System Integrator for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.
- v. Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

10. Third Party Claims

- a. Subject to Sub-clause (b) below, the System Integrator (the "Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favour or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.
- b. The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:
 - i. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - ii. The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.
 - iii. If the Indemnifying Party does not assume full control over the defence of a claim as provided in this Article, the Indemnifying Party may participate in such defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.
 - iv. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
 - v. System integrator hereby indemnify and hold indemnified the VSCDL harmless from & against any & all damages, losses, liabilities, expenses including legal

fees & cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.

- vi. All settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld & include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; and (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- vii. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- viii. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights & defences of the Indemnified Party with respect to the claims to which such indemnification relates;
- ix. In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, and on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights & defences of the Indemnified Party with respect to the claims to which such indemnification relates.

11. Publicity

Any publicity by the Firm in which the name of VSCDL is to be used should be done only with the explicit written permission of the CEO, VSCDL.

12. Warranties

- a. The System Integrator warrants and represents to VSCDL that:
 - i. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
 - ii. This Agreement is executed by a duly authorized representative of the System Integrator;
 - iii. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement.
- b. In the case of the SLAs, the System Integrator warrants and represents to VSCDL, that:

- the System Integrator has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;
- The SLAs have been executed by a duly authorized representative of the System Integrator;
- The System Integrator is experienced in managing and providing works similar to the Services and that it will perform the Services with all due skill, care and diligence so as to comply with service level agreement;
- The Services will be provided and rendered by appropriately qualified, trained and experienced personnel as mentioned in the RFP;
- System Integrator has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;
- The Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;
- System Integrator will warrant that the goods supplied under the contract are new, unused, of the most recent higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The System Integrator further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.
- The overall system design shall be such that there is no choking point / bottleneck anywhere in the system (end-to-end) which can affect the performance / SLAs.

Subject to the fulfilment of the obligations of the System Integrator as provided for in sub clause (viii) above, in the event that such warranties cannot be enforced by VSCDL, the System Integrator will enforce such warranties on behalf of VSCDL and pass on to VSCDL, the benefit of any other remedy received in relation to such warranties.

- c. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the System Integrator is unable to meet the obligations pursuant to the implementation of the Project, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, VSCDL will have the option to invoke the Performance Guarantee after serving a written notice of thirty (30) days on the system Integrator.

13. Force Majeure and Vandalism

In the event that any damages to items due to vandalism (physical Majeure attack by public, tampering of equipment by VSCDL/VMC staff or traffic police staff and damage due to

accidents) or due to Force Majeure events (such as earthquake, fire, natural calamities, war, act of God) of any kind during warranty period and maintenance period shall be the liability of VSCDL. In such case, VSCDL shall request the System Integrator (SI) to repair/replace the damaged unit and reinstall the same. All costs towards the same shall be reimbursed by VSCDL to the System Integrator less of insurance proceeds if need of replacement so arise then replacement shall be on tender rates only.

The System Integrator shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the "reasonable" control of the System Integrator, not involving the System Integrator's fault or negligence and not foreseeable. Such events may include Acts of God and Acts of Government of India in their sovereign capacity.

For the Firm to take benefit of this clause it is a condition precedent that the Firm must promptly notify the VSCDL in writing of such conditions and the cause thereof within 2 calendar days of the Force Majeure event arising. VSCDL, or the consultant / committee appointed by the VSCDL shall study the submission of the Firm and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by the VSCDL in writing, the Firm shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, VSCDL and the Firm shall hold consultations with each other in an endeavour to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of the VSCDL shall be final and binding on the SI.

14. Resolution of Disputes

The VSCDL and the Firm shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Agreement. If after 30 days from the commencement of such informal negotiations, the VSCDL and the Firm are unable to resolve amicably such dispute, the matter will be referred to the Chairman, VSCDL, and his / her opinion shall be taken.

If the Firm doesn't agree with the opinion of the Chairman, VSCDL, matter shall be referred to two Arbitrators: one Arbitrator to be nominated by VSCDL and the other one to be nominated by the SI. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire

appointed by them shall be final and binding on the parties. Proceedings under this clause shall be subject to applicable law of the Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Vadodara. Cost of arbitration shall be borne by each party proportionately. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. The provisions of this clause shall survive termination of this Agreement.

15. Limitation of Liability towards VSCDL

The SI's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The Firm shall be liable to the VSCDL for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Firm and its employees, including loss caused to VSCDL on account of defect in goods or deficiency in services on the part of Firm or his agents or any person/persons claiming through or under said SI. However, such liability of Firm shall not exceed the total contract value.

This limitation of liability shall not limit the SI's liability, if any, for damage to Third Parties caused by the Firm or any person or firm acting on behalf of the Firm in carrying out the scope of work envisaged herein.

16. Conflict of Interest

A conflict of interest is any situation that might cause an impartial observer to reasonably question whether Firm actions are influenced by considerations of your firm's interest at the cost of Government.

The Firm shall disclose to the VSCDL in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Systems Integrator or its Team) in the course of performing Services as soon as it becomes aware of such a conflict. However, I shall hold VSCDL's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.

17. Data Ownership

All the data created as the part of the project shall be owned by VSCDL. The Firm shall take utmost care in maintaining security, confidentiality and backup of this data. Access to the data / systems shall be given by the Firm only as per the IT Security Policy, approved by VSCDL. VSCDL / its authorized representative(s) shall conduct periodic / surprise security reviews and audits, to ensure the compliance by the Firm Vendor to data / system security.

18. Intellectual Property Rights

- (A) For the customized solution developed for the project, IPR of the solution would belong exclusively to the VSCDL. The Firm shall transfer the source code to VSCDL at the stage of successful implementation of the respective smart element. Firm shall also submit all the necessary instructions for incorporating any modification / changes in the software

and its compilation into executable / installable product. VSCDL may permit the SI, right to use the customized software for any similar project being executed by the same SI, with payment of reasonable royalty to VSCDL for the same.

- (B) Deliverables provided to VSCDL by System Integrator during the course of its performance under this Agreement, all rights, title and interest in and to such Deliverables, shall, as between System Integrator and VSCDL, immediately upon creation, vest in VSCDL. To the extent that the System Integrator Proprietary Information is incorporated within the Deliverables, System Integrator and its employees engaged hereby grant to VSCDL a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), use and copy derivative works for the benefit of and internal use of VSCDL.

19. Fraud and Corruption

VSCDL requires that Firm must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, VSCDL defines, for the purpose of this provision, the terms set forth as follows:

- a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of VSCDL in contract executions.
- b. "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to VSCDL, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive VSCDL of the benefits of free and open competition.
- c. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which is given by the VSCDL in this RFP.
- d. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

If it is noticed that the Firm has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, it will be a sufficient ground for VSCDL for termination of the contract and initiate black-listing of the vendor.

20. Exit Management

(i) Exit Management Purpose

This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

The exit management period starts, in case of expiry of contract, at least 6 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the SI. The exit management period ends on the date agreed upon by the VSCDL or

Six months after the beginning of the exit management period, whichever is earlier.

(ii) Confidential Information, Security and Data

Systems Integrator will promptly on the commencement of the exit management period, supply to the VSCDL or its nominated agencies the following:

- a) Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to Project, Project's Intellectual Property Rights; any other data and confidential information related to the Project;
- b) Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacing Successful Bidder in a readily available format.
- c) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the VSCDL and its nominated agencies, or its Replacing Vendor to carry out due diligence in order to transition the provision of the Services to VSCDL or its nominated agencies, or its Replacing Vendor (as the case may be).

(iii) Employees

Promptly on reasonable request at any time during the exit management period, the Successful Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to VSCDL a list of all employees (with job titles and communication address) of the Successful Bidder, dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the Successful Bidder, VSCDL or Replacing Vendor may make an offer of contract for services to such employee of the Successful Bidder and the Successful Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the VSCDL or any Replacing Vendor.

(iv) Rights of Access to Information

At any time during the exit management period, the Successful Bidder will be obliged to provide an access of information to VSCDL and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other material related to the Project.

(v) Exit Management Plan

Successful Bidder shall provide VSCDL with a recommended exit management plan ("Exit Management Plan") within 90 days of signing of the contract, which shall deal with at least the following aspects of exit management

in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

- a) A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- b) Plans for the communication with such of the Successful Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
- c) Successful Bidder shall re-draft the Exit Management Plan annually to ensure that it is kept relevant and up to date.
- d) Each Exit Management Plan shall be presented by the Successful Bidder to and approved by VSCDL or its nominated agencies.
- e) The terms of payment as stated in the Terms of Payment Schedule include the costs of the Successful Bidder complying with its obligations under this Schedule.
- f) During the exit management period, the Successful Bidder shall use its best efforts to deliver the services.
- g) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

(vi) Transfer Cost

On premature termination of the contract for reasons other than those mentioned in Section _____ (Termination for Default), the Successful Bidder shall be paid the depreciated book value of the infrastructure cost and the other assets (as per the Asset Register). The depreciation rates and method followed will be as per Income Tax Rules.

Note: Amount to be payable by Firm on premature termination of contract =
 Pending amount to be paid against services delivered + Depreciated Book Value of the Assets as per Income Tax Rules – Applicable Penalty / Liquidated Damages

21. Termination of Contract

VSCDL may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the Firm and as it deems fit, terminate the contract either in whole or in part:

- If the Firm fails to deliver any or all of the project requirements / operationalization / go-live of the project within the time frame specified in the contract; or
- If the Firm fails to perform any other obligation(s) under the contract.

Prior to providing a notice of termination to the SI, VSCDL shall provide the Firm with a

written notice of 30 days instructing the Firm to cure any breach/ default of the Contract, if VSCDL is of the view that the breach may be rectified.

On failure of the Firm to rectify such breach within 30 days, VSCDL may terminate the contract by providing a written notice of 30 days to the SI, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to VSCDL. In such event the Firm shall be liable for penalty/liquidated damages imposed by the VSCDL. The performance Guarantee shall be forfeited by the VSCDL

Consequences of Termination

In the event of termination of this contract, VSCDL is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the Firm shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to VSCDL and/ or succeeding vendor, as may be required, to take over the obligations of the Firm in relation to the execution / continued execution of the requirements of this contract.

Plans and drawings

All plans, drawings, specifications, designs, reports and other documents prepared by the Vendor in the execution of the contract shall become and remain the property of VSCDL and before termination or expiration of this contract the Firm shall deliver all such documents, prepared under this contract along with a detailed inventory thereof, to VSCDL.

22. Miscellaneous

a) Confidentiality

“Confidential Information” means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, video footages, alert information, any police department data, products, processes, data, crime / criminal secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party or subcontractors (whether a Party to the contract or to the SLA) in the course of or in connection with the contract (including without limitation such information received during negotiations, location visits and meetings in connection with the contract or to the SLA) or pursuant to the contract to be signed subsequently.

Except with the prior written permission of VSCDL, the Systems Integrator and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Systems Integrator and its Personnel make public the recommendations formulated in the course of, or as a result of the Project.

- a. The System Integrator recognizes that during the term of this Agreement, sensitive data will be procured and made available to it, its sub-contractors & agents, and others working for or under the SI. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to VSCDL/VMC whose data is used but also to its stakeholders. The SI, its sub-contractors & agents are required to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this Article will result in VSCDL and its nominees receiving a right to seek injunctive relief and damages from the SI.
- b. Each Party agrees as to any Confidential Information disclosed by a Party to this Agreement (the "Discloser") to the other Party to this Agreement (the "Recipient") and
 - i. to take such steps necessary to protect the Discloser's Confidential information from unauthorized use, reproduction & disclosure, as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care;
 - ii. to use such Confidential Information only for the purposes of this Agreement or as otherwise expressly permitted or expressly required by this Agreement or as otherwise permitted by the Discloser in writing;
 - iii. not, without the Discloser's prior written consent, to copy the Confidential Information cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement, or as required in connection with Recipient's use as permitted under this Article, or as needed for the purposes of this Agreement, or as needed for the purposes of this Agreement, provided that any proprietary legends & notices (whether of the Discloser or of a Third Party) are not removed or obscured;
 - iv. Not, to disclose, transfer, publish or communicate the Confidential Information in any manner, without the Discloser's prior written consent, to any person except as permitted under this Agreement.
- c. The restrictions of this Article shall not apply to confidential Information that:
 - i. is or becomes generally available to the public through no breach of this Article by the Recipient;
 - ii. was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder;
 - iii. is developed by the recipient independently of any of discloser's confidential information;
 - iv. Is rightfully obtained by the recipient from third parties authorized at that time to make such disclosure without restriction;
 - v. is identified in writing by the discloser as no longer proprietary or confidential; or is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal & regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

- d. To the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:
 - i. its employees, agents & independent contractors & to any of its affiliates and their respective independent contractors or employees;
 - ii. its professional advisors & auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article and in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.
- e. The provisions of this Article shall survive three years post expiration or any earlier termination of this Agreement.
- f. confidential Information shall be & remain the property of the discloser and nothing in this Article shall be construed to grant either Party any right or license with respect to the other Party's confidential Information otherwise than as is expressly set out in this Agreement.
- g. Subject as otherwise expressly provide in this Agreement all Confidential information in tangible or electronic form under the control of the Recipient shall either be destroyed, erased or returned to the Discloser promptly upon the earlier of: (i) the written request of the Disclose, or, (ii) termination or expiry of this Agreement or, in respect of the SLAs, the termination or expiry of the SLAs. Notwithstanding the forgoing, both Parties may retain, subject to the terms of this Article, reasonable number of copies of the other Party's Confidential Information solely for confirmation of compliance with the confidentiality obligations of this Agreement.
- h. Neither Party is restricted by the provisions of this clause from using (including using to provide products or perform services on behalf of third Parties) any ideas, concepts, know-how and techniques that are related to the Recipient's employees or agents (and not intentionally memorized for the purpose of later recording or use) (collectively, the "residuals"). This Article shall not permit the disclosure or use by either Party or any financial (including business plans), statistical, product, personnel or customer data or the other Party. Each party agrees not to disclose the source of the Residuals.
- i. Both Parties agree that monetary damages would not be a sufficient remedy for any breach of this clause by the other Party and that VSCDL & system integrator, as appropriate, shall be entitled to equitable relief, including injunction & specific performance as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by a Party of this clause, but shall be in addition to all other remedies available at law or equity to the damaged Party.
- j. in connection with the Services, System Integrator may from time to time undertake one or more quality assessment reviews for the purpose of improving the VSCDL Project. In order for such reviews to be frank and candid, for the greatest benefit to

both VSCDL & System Integrator, they shall be kept confidential to the greatest extent possible. The Parties agree that any documentation created in connection with such quality assessment reviews shall be confidential Information of System Integrator which is licensed to VSCDL for any internal use except that in no event shall such documentation or the results of such reviews be discoverable or admissible (or used for any purpose) in any arbitration or legal proceedings against System integrator related to this Agreement or the Services.

A Non-disclosure agreement shall be signed separately between the Systems Integrator and VSCDL.

b) Standards of Performance

The Firm shall provide the services and carry out their obligations under the Contract with due diligence, efficiency and professionalism/ethics in accordance with generally accepted professional standards and practices. The Firm shall always act in respect of any matter relating to this contract. The Firm shall abide by all the provisions/Acts/Rules/Regulations, Standing Orders, etc. of Information Technology as prevalent in the country. The Firm shall also conform to the standards laid down by VSCDL/VMC/Government of Gujarat/Government of India from time to time.

c) Sub Contracts

All the personnel working on the project and having access to the machines and data should be on payroll of the firm. Sub-contracting/outsourcing would be allowed only for work like

- Any excavation/Trenching and/or Civil Work during implementation

The bidder is expected to provide details of the sub-contractors for the work which is allowed as mentioned in the clause. Use of personnel not on payroll of the Firm shall be considered as sub-contracting.

The Firm shall take prior approval from VSCDL for sub-contracting any allowed work as mentioned in clause, if not already specified in the proposal and approved by VSCDL. Such sub-contracting shall not relieve the Firm from any liability or obligation under the Contract. The Firm shall solely responsible for the work carried out by subcontracting under the contract.

d) Care to be taken while working at Public Place

Firm should follow instructions issued by *concerned Competent Authority and* VSCDL from time to time for carrying out work at public places. Firm should ensure that there is no damage caused to any private or public property. In case such damage is caused, Firm shall immediately bring it to the notice of concerned organization and VSCDL in writing and pay necessary charges towards fixing of the damage. Firm should also ensure that no traffic *congestion*/public inconvenience is caused while carrying out work at public places.

FIRM shall ensure that its employees/representatives don't breach privacy of any citizen or establishment during the course of execution or maintenance of the project.

e) Compliance with Labour regulations

The FIRM shall pay fair and reasonable wages to the workmen employed by him, for the contract undertaken by him and comply with the provisions set *forth* under the Minimum wages Act and *the Contract Labour Act 1970*.

f) Independent Contractor

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture or *employment relationship* between the Parties to this Agreement. Except as expressly stated in this Agreement nothing in this Agreement shall be deemed to constitute any Party as the agent of any other Party or authorizes either Party (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of or otherwise bind or oblige the other Party, or (iv) to commit the other Party in any manner whatsoever in each case without obtaining the other Party's prior written consent.

g) Waiver

A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

h) Notices

Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery post. In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below

VSCDL:

CEO, VSCDL

Systems Integrator:

Tel: _____

Fax: _____

Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) if delivered between the hours of 9.30 am and 5.30 pm at the address of the other Party set forth above or on the next working day

thereafter if delivered outside such hours, and 7 calendar days from the date of posting (if by letter).

i) Performance Guarantee

The FIRM shall submit performance guarantee which is unconditional & irrevocable equal to 10% of the order value of the contract in the format prescribed in RFP issued by any of the Nationalized Banks Only. The performance guarantee shall be valid for the term agreement and shall be renewed & maintained by the FIRM for the term of the agreement & extension, if any. The performance guarantee shall be forfeited / liquidated by the VSCDL as a penalty in the event of failure to complete obligations or breach of any of the conditions by the FIRM.

j) Personnel/Employees

- i. Personnel/employees assigned by System Integrator to perform the services shall be employees of System Integrator or its sub-contractors, and under no circumstances will such personnel be considered as employees of VSCDL. System Integrator shall have the sole responsibility for supervision & control of its personnel & for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes & social security taxes, worker's compensation, employee & disability benefits & the like & shall be responsible for all employer obligations under all laws as applicable from time to time. The VSCDL shall not be responsible for the above issues concerning to personnel of System Integrator.
- ii. System Integrator shall use its best efforts to ensure that sufficient System Integrator personnel are employed to perform the Services, and that, such personnel have appropriate qualifications to perform the Services. VSCDL or its nominated agencies shall have the right to require the removal or replacement of any system Integrator personnel performing work under this Agreement. In the event that VSCDL requests that any System Integrator personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule & upon clearance of the personnel based on profile review & upon schedule & upon clearance of the personnel based on profile review & personal interview by VSCDL or its nominated agencies, within not later than 30 working days. System Integrator shall depute quality team for the project & as per requirements, VSCDL shall have the right to ask System Integrator to change the team.
- iii. Management (Regional Head / VP level officer) of System Integrator needs to be involved in the project monitoring and should attend the review meeting at least once in a month.
- iv. The profiles of resources proposed by System Integrator in the technical proposal, which are considered for Technical bid evaluation, shall be construed as 'Key Personnel' and the System Integrator shall not remove such personnel without the prior written consent of VSCDL. For any changes to the proposed resources, System Integrator shall provide equivalent or better resources (in terms of qualification & experience) in consultation with VSCDL.

- v. Except as stated in this clause, nothing in this Agreement will limit the ability of System Integrator freely to assign or reassign its employees; provided that System Integrator shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. VSCDL shall have the right to review and approve System Integrator's plan for any such knowledge transfer. System Integrator shall maintain the same standards for skills & professionalism among replacement personnel as in personnel being replaced.
- vi. Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts & omissions of its employees & agents in connection therewith.

k) Variations and Further Assurance

- a. No amendment, variation or other change to this Agreement or the SLAs shall be valid unless made in writing and signed by the duly authorized representatives of the Parties to this Agreement.
- b. Each Party to this Agreement or the SLAs agree to enter into or execute, without limitation, whatever other agreement, document, consent & waiver & to do all other things which shall or may be reasonably required to complete & deliver the obligations set out in the Agreement or the SLAs.

l) Severability and Waiver

- a. if any provision of this Agreement or the SLAs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLAs or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute any illegal, invalid or unenforceable provision with a valid & enforceable provision which achieves to the greatest extent possible the economic, legal & commercial objectives of the illegal, invalid or unenforceable provision or part provision within 7 working days.
- b. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement or the SLAs of any right, remedy or provision of this Agreement or the SLAs shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of any other right, remedy or provision.

m) Entire Agreement

This MSA, the SLAs and all schedules appended thereto & the contents & specifications of the Volumes I & II, of the RFP subsequent corrigenda issued thereon & clarification (undertakings) accepted by the VSCDL constitute the entire agreement between the Parties with respect to their subject matter.

n) Survivability

The termination or expiry of this Agreement or the SLAs for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

o) The stamp duty payable for the contract shall be borne by the Systems Integrator.

p) Deliverables will be deemed to be accepted by VSCDL if no communication from the department is made to the FIRM after 30 days of delivery, provided the delivery is made to the designated officer and clearly highlighted in at least 3 weekly project progress reports

23. Applicable Law

The contract shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All legal disputes are subject to the jurisdiction of Vadodara courts only.

IN WITNESS whereof the parties hereto have signed this on the day, month and year first herein above written.

signed, sealed and delivered

By _____

_____,

For and on behalf of the ***Governor of the
State of Gujarat***

signed, sealed and delivered

By _____

For and on behalf of the “Systems Integrator”,

Witnesses:

(1)

(2)

Attachments to the Agreement:

- 1) Scope of Services for the firm
- 2) Detail Commercial proposal of the firm accepted by VSCDL
- 3) Corrigendum Document published by VSCDL subsequent to the RFP for this work
- 4) RFP Document of VSCDL for this work
- 5) LoI issued by the VSCDL to the successful bidder
- 6) The successful firm’s “Technical Proposal” and “Commercial Proposal” submitted in response to the RFP

6 Annexure: Existing GIS Setup at VSCDL

M/s Navayuga/ Nascent has provided the GIS Based Solution for Vadodara Municipal Corporation (VMC) on the GeoServer Standard and RDBMS software using the Service Oriented Architecture (SOA), XML services, SOAP for internet based web application. The total size of the GIS vector data is 218 MB and 21.3 GB for satellite Image.

This application caters to the viewing, analysing, & utilizing the Geographic Information needs of the different departments of VMC.

Hardware Details

Sr. NO	Type	Server Make	Server Model	Quantity	Use	OS
1.	Database & Web/ Application Server	NEC	A2040b COPT	1	Web/ Application Server & DB	SuSE Linux
2.	Database & Web/ Application Server	NEC	A2040b COPT	1	Spare	Windows Data Center Server
3.	Backup Server	NEC	R120f-1M	1	Backup	Windows Std. Server
4.	Test Server	NEC	R120f-1M	1	Test Server	Windows Std. Server
5.	PF Controller Server	NEC	R120f-1M	1	Controller Server	RHEL V 6.7
6.	PF Switch	NEC	PF5240 F	1	KVM Switch	
7.	SAN	NEC	M100	1	Storage	
8.	Data Backup	NEC	HS3-40	1	Data Backup Server	
9.	Rack		42U	1	To House All Above	

GIS Software Details

Sr.	Description	Quantity
1.	ArcGIS Desktop - Basic, Latest Version - single Use	2
2.	ArcGIS Desktop Basic, Latest Version - Conc Use	1
3.	ArcGIS Desktop - Standard, Latest Version on - Conc Use	1
4.	ArcGIS Desktop Extension - Spatial Analyst, Latest Version	1
5.	QGIS Server (Opensource)	1
6.	GeoServer (Opensource)	1

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