

# **Amdavad Municipal Corporation (AMC)**

# **Request for Proposal (RFP)**

for

# Selection of Consultant for the Geospatial Technology Consultancy Work and Setting a GIS Cell at AMC

Tender Ref No. :	AMC_Egov_2023_GIS_01	
Pre Bid Meeting:	29/08/2023 at 16:00 hrs	
Last Date of Online Price Bid	25/09/2023 at 16:00 hrs	
Submission:	(at https://tender.nprocure.com only)	
Last Date of Physical Bid Submission:	26/09/2023 at 16:30 hrs Tender Officer, Central Record Department, B-Block, Mezzanine Floor, Amdavad Municipal Corporation, Mahanagar Seva Sadan, Sardar Patel Bhavan, Danapith, Ahmedabad- 380001.	
Technical Bid Opening Date & Time:	26/09/2023 at 17:00 hrs	
Tender Fee: (Non-Refundable)	Rs. 6,000 /- (Rupees Six Thousand only)	
Bid Security EMD:	Rs. 12,00,000/- (Rupees Twelve Lacs only)	

## Invited By:

E-Governance Department

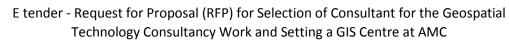
Amdavad Municipal Corporation

Mahanagar Seva Sadan, Sardar Patel Bhavan,



# Notice Inviting Tender (NIT)

# **Amdavad Municipal Corporation (AMC)**



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Detail & Tender available On	https://tender.nprocure.com & www.ahmedabadcity.gov.in	
AMC Office Address for Bid	Tender Officer,	
Submission	Central Record Department,	
	B-Block, Mezzanine Floor,	
	Amdavad Municipal Corporation, Mahanagar Seva Sadan,	
	Sardar Patel Bhavan, Danapith, Ahmedabad- 380001.	
Email	danapith@ahmedabadcity.gov.in	



#### DISCLAIMER

The information contained in this Request for Proposal ("RFP") whether subsequently provided to the service providers, ("service provider/System Integrators") verbally or in documentary form by Ahmedabad Municipal Corporation (henceforth referred to as "AMC" in this document) or any of its employees or advisors, is provided to Agency on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation to any party. The purpose of this RFP is to provide the service providers or any other person with information to assist the formulation of their operational plan. This RFP includes statements, which reflect various assumptions and assessments arrived at by AMC in relation to this scope. This RFP document does not purport to contain all the information each Agency may require. This RFP document may not be appropriate for all persons, and it is not possible for the Municipal Commissioner, AMC and their employees or advisors to consider the objectives, technical expertise and particular needs of each service provider. The assumptions, assessments, statements and information contained in the RFP documents, may not be complete, accurate, adequate or correct. Each Agency must therefore conduct its own analysis of the information contained in this RFP and to seek its own professional advice from appropriate sources. Information provided in this RFP document to the Agency is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. AMC accepts no responsibility for the accuracy or otherwise for any interpretation of opinion on law expressed herein. AMC and their employees and advisors make no representation or warranty and shall incur no liability to any person, including the Agency under law, statute, rules or regulations or tort, the principles of restitution or unjust enrichment or otherwise for any loss, cost, expense or damage which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, reliability or completeness of the RFP, and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process. AMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. AMC may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this RFP. The issue of this RFP document does not imply that AMC is bound to select a Agency or to appoint the Selected operator (as defined hereinafter), for implementation and AMC reserves the right to reject all or any of the Agency or proposals without assigning any reason whatsoever. The Agency shall bear all its costs associated with or relating to the preparation and submission of its RFP proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by AMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Agency and AMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Agency in preparation for submission of the RFP proposal, regardless of the conduct or outcome of the selection process.



# **IMPORTANT DATES**

Request for Proposal (RFP) for Selection of Consultant for the Geospatial Technology Consultancy Work and Setting a GIS Centre at AMC				
1.	Contract Period	Three (3) years (excluding six months of As-Is study, gap analysis and tender preparation for technology procurement).		
2.	Delivery	Services to be offered as per schedule from the date of the Issuance of LoI/ PO.		
3.	Pre-Bid Meeting	29/08/2023 at 16:00 hrs		
4.	Last Date of Online Financial Bid Submission	25/09/2023 at 16:00 hrs (at https://tender.nprocure.com only)		
5.	Last Date of Physical Bid Submission:	26/09/2023 at 17:00 hrs		
6.	Technical Bid Opening Date & Time:	26/09/2023 at 17:00 hrs		
7. Bid Submission:		<ul> <li>Online Financial Bid:</li> <li>Bidder shall submit the financial bid only through online mode at nProcure website at https://tender.nprocure.com.</li> <li>Physical Bid Submission:</li> <li>Bidders are required to submit Pre-Qualification (PQ), Technical Qualification (TQ), and Annexure Documents (as defined in this tender) in a hard copy by RPAD, Speed Post or in-person with a pen drive (soft copy) and with stamp and seal on each page with all required evidence/documents and necessary tender fee &amp; EMD.</li> <li>Physical submission must not include detail of financial proposal.</li> <li>Venue: Tender Officer, Central Record Department, B-Block, Mezzanine Floor, Amdavad Municipal Corporation, Mahanagar Seva Sadan, Sardar Patel Bhavan, Danapith, Ahmedabad- 380001.</li> </ul>		
8.	Tender Fee: (Non - refundable)	Rs. 6,000 /- (Rupees Six Thousand only) through By Demand Draft		
9.	Bid Security EMD:	Rs. 12,00,000/- (Rupees Twelve Lacs only) shall be either in form of Demand Draft and or Bank guarantee of any bank as per Annexure: BANK LIST in favor of "Municipal Commissioner, Ahmedabad Municipal Corporation".		
10.	<b>10.</b> Will be intimated to the bidders at a later date.Pate & time of technical presentationVenue: Conference Room, B-Block, 3rd Floor, Amdavad Municip Corporation, Mahanagar Seva Sadan, Sardar Patel Bhavan, Danapit Ahmedabad, Gujarat – 380001			



Requ	Request for Proposal (RFP) for Selection of Consultant for the Geospatial Technology Consultancy Work and Setting a GIS Centre at AMC				
11.	<ul> <li>Performance Bank Guarantee</li> <li>5% of approved project cost should be submitted after award of work by successful bidder which is valid for period of 14 months and should be renewed on subsequent basis on mutual agreement with AMC and the bidder.</li> </ul>				
12.	Working knowledge of a specified language	English and Gujarati			
13.	Bid validity period	180 Days			
14.	4. Date & time of bid opening       Will be intimated to the bidders at a later date.				
15.	5. Contact email ID danapith@ahmedabadcity.gov.in				
16.	RFP Document Available at	https://tender.nprocure.com, ahmedabadcity.gov.in			

## Instruction to the bidders for bid submission:

- ✓ Bidders who wish to participate in this bid will have to register on https://amc.nprocure.com. Further bidders who wish to participate in online bids will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other bidder licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
- In case bidders need any clarification regarding online participation, they can contact "(n) Code solutions A division GNFC Ltd." 403, GNFC Info Tower, Bodakdev 380054, Gujarat (India). Tel: +91-26857316/17, Email: nprocure@gnvfc, Website: https://tender.nprocure.com, Toll Free: 1800-233-1010 (Ext. 501 & 512)
- Tender documents are available only in electronic format which Bidders can download free of cost from the website www.ahmedabadcity.gov.in and https://tender.nprocure.com/
- ✓ Bidder shall upload their financial bid only at https://tender.nprocure.com.
- Bidder shall submit technical proposal in hard copy with eligibility documents in separate sealed envelopes super scribed with title and packaged all together in big envelope with soft copy uploaded in a pen drive.
- ✓ The bid shall specify time schedule of various activities.
- ✓ Bids complete in all respects should be submitted on or before the BID DUE DATE.
- ✓ Services offered should be strictly as per requirements mentioned in this Bid document.
- ✓ Please spell out any unavoidable deviations, Clause/Article-wise in your bid.
- Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection. However, AMC reserve the right to revised financial offer.
- ✓ The duration of the Contract period for this activity will be of **3 years + 6 months of As-Is study**,
   gap analysis and tender preparation for technology procurement
- In case of any clarifications required, please contact on email ID at danapith@ahmedabadcity.gov.in quoting RFP No. in the subject line.
- ✓ Bidder is required to fill Annexure: Bank Detail Form.



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# 1. Introduction

# 1.1. About Ahmedabad Municipal Corporation

Ahmedabad is the second biggest trade center of Western India, Commercial Capital & Growth Engine of Gujarat State. Ahmedabad has the potential to become a globally competitive city if its urbanization can be leveraged to its full potential. The city of Ahmedabad is the largest city in in the state, with an estimated current (2026) population of 7 MN. Ahmedabad is projected to become the first mega city (i.e., population more than 10 MN) in Gujarat between 2025-30. The city area has spatially expanded from 161 sq.km in 1989 to 581 sq.km in 2023, in a concentric growth pattern centred around Sabarmati River, with a density around 14,450 people/sq.km.

The Amdavad Municipal Corporation (AMC) is the Urban Local Body for the city of Ahmedabad and is administering its responsibilities under the GPMC Act. Amdavad Municipal Corporation provides civic facilities including basic facilities like Road, Water, Drainage, Streetlight etc. to the Citizens of Ahmedabad. The sources of revenue are Property tax, Professional tax, Vehicle tax etc. City is divided into 7 zones & 48 wards for administrative purpose: North, South, East, West, Central, North-West, and South-West.

Ahmedabad has relatively good urban infrastructure and network coverage for most of the core urban services. The city has (i) 98 percent water supply network coverage with adequate bulk treatment infrastructure capacity, which supplies ~150-160 lpcd of drinking water to the existing population (national benchmark: 135 lpcd); (ii) 94.5 percent sewerage network coverage, 100 percent access to toilets and adequate waste-water treatment capacity to manage the wastewater being currently generated; (iii) urban road network with high percentage of motorable surface roads – more than 3,500 Kms of urban roads, 90 percent of which are surfaced roads; and (iv) adequate infrastructure and systems for collection, transportation, processing/recycling and safe disposal of solid waste as well as remediation of legacy waste dump-sites.

# 1.2. Project Background

AMC has taken multiple initiatives in past to implement GIS to make the municipal processes geo enabled. Some of these initiatives includes creation of GIS maps for water network, and GIS based asset mapping system for AMC under the eGovernance initiatives. AMC also used maps and map related technology in few smart city initiatives like tracking of solid waste vehicles and waste management. However there has been few challenges in consolidating these initiatives as well leveraging the GIS capabilities to a deliver business outcome. In order to overcome these challenges, AMC intends to invite reputed consulting agencies to provide GIS based consultancy services to ensure the following:

- Expand and leverage the current implementation of GIS at relevant departments at AMC.
- Create a strategy for integrating GIS with ERP, department functions and increase service delivery efficiency and accuracy
- Understand current challenges and create a roadmap for AMC to implement 3D city map and enterprise-wide GIS.



- Leverage emerging and future technologies such as 3D GIS for cities using LIDAR mapping / Drone mapping / other 3D mapping techniques to create a GIS enabled AMC
- Develop geospatial framework within AMC ecosystem and make it as a single source of truth for managing the AMC operations.
- Establish a GIS Center / department within AMC to ensure governance and management of GIS related activities in the corporation.
- The GIS center should have the functionality of geospatial enabled MIS system for the AMC. The consultant is expected to deploy the team able to manage MIS-GIS activities of the project.



# 2. Scope of Work

The scope of work for consultant has been envisaged in two parts, where in part A the consultant will study the current state of GIS within AMC and prepare an As-Is report. A tender document shall be prepared for on boarding the GIS implementation agency. Under part B, the consultant will provide strategic advisory and technical support to GIS Centre of E-gov dept. in implementation of GIS projects.

### Part A: Conduct As-Is Study, Tender Preparation & Setting of GIS Centre

- i. Current situation understanding
- ii. Gap analysis and To-Be report
- iii. RFP & tender preparation
- iv. Bid process management & vendor onboarding
- v. Roadmap for GIS Center establishment

### Part B: Technical Support to GIS Centre in Implementation of GIS Projects

- i. Deployment of competent GIS team
- ii. Advisory & technical support in adaption of emerging GIS technologies for cities
- iii. Technical support in integration of GIS with ERP and other systems of AMC
- iv. Technical support & supervision of deliverables by implementation agency
- v. Assist in project management, coordination, and supervision activities
- vi. Advisory on procurement of requisite software and hardware for GIS Centre

# 2.1. Part A: Conduct As-Is Study, Tender Preparation & Setting of GIS Centre

## 2.1.1. Current Situation Understanding

- i. The GIS consultant shall study the current state of GIS within AMC and prepare an As-Is report.
- ii. The GIS consultant shall conduct requirement gathering sessions with the e-Governance department and other user departments to prepare the report.
- iii. The consultant will conduct a study of the existing GIS and non-GIS key processes of all AMC departments including E-Governance Dept. and assess the GIS readiness of the existing processes.
- iv. Review AMC documents related to the current state of geospatial services and requirements, geospatial services department, existing technical environment of current geospatial services at AMC, including current eGovernance initiatives, geospatial services catalogue and manuals, existing data models as well as details of data collected from external sources related to the geospatial services, AMC's GIS services and related current operating model, existing job titles, and current roles and responsibilities of the department.
- v. The consultant needs to make a study of the current situation i.e., the existing set of practices along with the set of software like COTS based or Open source software or Free Open Source Software (FOSS).
- vi. Conduct meetings with the key AMC departments (departments list to be provided by AMC) in order to discuss and capture their aspirations, requirements, use cases and challenges related to adaption of geospatial services.



- vii. Understand existing department structure, roles and responsibilities and capabilities related to geospatial services.
- viii. Study the technical environment for geospatial services at AMC, including the available tools and technologies
- ix. Review collected information and data from the internal as well as external entities to understand the available data, evaluate its completeness and suitability to the AMC's requirements as well as the main challenges associated with the data.
- Develop the Current Situation Understanding Report that includes the geospatial services and data requirements, their sources (internal and external entities), use cases, challenges, AMC geospatial services department and geospatial tools' current situation.
- xi. The consultant will have to document following:
  - a. Department-wise study about available maps either in softcopy or hardcopy
  - b. Study of base map layers available with town planning department
  - c. Requirement gathering for generation of GIS new layers
  - d. Department-wise consultations to gather information for usability of GIS layers for decision making processes by the departments.
  - e. Department-wise study of functions and workflow analysis at relevant levels
  - f. Type of data required for decision making, access rights to officials
  - g. List of reports pre-defined queries required linkages with GIS Data
  - h. Defining the frequency of the data updation.
- Priority list of the departments are: Water Department, Sewerage Department, Estate
   Department, Property Tax Department followed by other departments like Health, Water,
   Parks and Gardens, Licenses, educations, Transport, Waste Management, Sanitation, Real
   Estate etc.

### **Deliverable: Current Situation Understanding Report**

### 2.1.2. Gap analysis and To-Be report

- i. The To-Be report shall provide a holistic view of the geospatial technical design, its integration with the MIS modules (new and existing) and its implementation within the AMC's current institutional system
- ii. The To-Be report will also contain a short to medium term strategic GIS and other systems integration plan for AMC.
- iii. Identify the criteria for shortlisting of best performing cities in India and Globally, undergone geospatial transformation
- iv. Evaluate the best practices for GIS implementation for ULBs and benchmark the current implementation at AMC with the best practices followed at Global level (Two or three cities) and India Level (Two or three cities)
- v. Identification of gaps in the geospatial ecosystem within AMC for various components of GIS such as data, technology, functionalities, delivery modes, etc.
- vi. Review the current data on user grievances to identify key pain points
- vii. Review the organizational capacity in terms of staffing, competencies, division of roles and responsibilities, etc.
- viii. Maturity assessment of the overall geospatial ecosystem, data framework, data maturity for geospatial and non-geospatial data
- ix. Identification of the potential areas of improvement.



- x. Identify the business processes that can be re-engineered to use geospatial data, within what is permissible under the Municipal Corporation Act. If required, identify amendments that may be required to the Municipal Corporation Act.
- xi. Basis the findings of the current situation, the consultant will perform the GAP analysis of the existing and the proposed SRS for GIS and MIS.
- xii. The consultant shall hence support the AMC in the establishment of GIS Center from the start of the project.
- xiii. Identification of the integration touchpoints of the departments and systems like ICCC with GIS through Business Process re-engineering

### Deliverable: To-Be report with benchmarking and gap analysis

### 2.1.3. RFP & tender preparation

- i. The GIS consultant will prepare tender and perform bid process management to onboard an agency which shall supply and install the hardware and software required to implement the GIS solution in AMC.
- ii. Prepare procurement plan with costing and timelines
- iii. The consultant would draft the RFP for the vendor onboarding using the World Bank guidelines followed by the said procedures for the vendor on-boarding.
- iv. The consultant will have to ensure that they are drive the conversations and discussion with world bank team during the preparation and execution of the RFP.
- v. The consultant will have to support AMC in responding all the queries and requests raised by world bank during the process of RFP creation and execution.
- vi. Tender document should include (but not limited to) Scope of work, Eligibility criteria, Evaluation criteria, Service Level Agreements (SLAs), Functional and Technical requirements of the solution, Licensing, GIS Center roles and responsibilities, Implementation timelines, Commercial model, payment milestones and related conditions
- vii. Finalization of other bid documents such as FRS, draft agreement and other documents required (the bid documents will be in accordance with the Government of India/ State Government's guidelines)
- viii. Support the authority in floating of RFP including
- ix. Provide all necessary support for ensuring timely submission and approval of such proposals

### **Deliverable: Tender Document**

### 2.1.4. Bid process management & vendor onboarding

- i. Assist AMC in evaluation of bids and selection of technology partner for implementation of GIS project and 3D GIS solution.
- ii. Support in negotiations with shortlisted technology partners, if required.
- iii. After onboarding technology partner, the Consultant shall support in monitoring and contract management activities to ensure that these are being undertaken in accordance with terms and conditions of the agreement.
- iv. Review of project plan, design documents, proposed architecture, and any other technical documents submitted by the technology partner
- v. Monitoring of revised process flows basis PR report, including focus on user experience, and other key features envisaged
- vi. Monitoring of contract compliance in terms of resource deployment, timelines, agreed upon



SOPs/ SLAs, compliance of application, hardware, infrastructure, or any other items supplied by the technology vendor etc.

vii. Monitoring training, capacity building and knowledge transfer by the technology partner / system integrator

## **Deliverable: Bid Evaluation Report**

## 2.1.5. Roadmap for GIS Center establishment

- i. The consultant will be designing the list of activities that would lead to the roadmap for setting of GIS Centre for the AMC.
- ii. Design the technical environment for the GIS centre.
- iii. The GIS consultant shall identify and prepare a report on the operating model and manpower requirements, and recruitment plans to make the AMC GIS Cell operational and functional
- iv. Consultant will prepare detail list of required manpower with eligibility, JD, experience, role and responsibility with technical expertise required to run and mange GIS centre.
- v. The roadmap should consist short to medium term GIS-MIS implementation plan for AMC.
- vi. Consultant should include min following (bot not limited) in roadmap report
  - a. GIS-enabled MIS modules, System Design, Functionalities, inter-linkages of modules, data sharing and dissemination etc.
  - b. Geospatial Platform Technical Design (GIS Enterprise system architecture)
  - c. Overall Architecture Diagram for the platform which include the key applications/components of the geospatial platform.
  - d. Profiles for the identified applications/components, that include key functionalities for each application/component, and required licenses for each (license types and numbers).
  - e. Overall Integration Diagrams that shows the key integrations and interaction between the components of the geospatial platform based integration standards, including integration points with AMC internal systems and external entities.
- vii. Identify required infrastructure for the hosting platform (cloud services or servers) and cybersecurity requirements based on AMC / GoG / GoI policies.
- viii. The consultant is expected to provide strategy to implement 3D GIS city and emerging technologies
- ix. The consultant would guide AMC in the creation of the digital repository of the critical assets within the purview of AMC.
- x. The consultant will devise a framework for the Standard Operating procedures (SOP) for the GIS Centre.
- xi. The consultant will provide approach to use GIS for driving a maintenance plan for different assets of AMC departments.
- xii. The Consultant should support in arranging GIS capacity building workshops based on the success stories of the use cases across the Indian cities.
- xiii. The consultant should develop the geospatial roadmap that includes the time plan for the project's implementation based on the identified dependencies, including:
  - a. Define criteria for prioritizing projects and identifying quick wins (e.g., cost, ease of implementation, business impact, etc.).
  - b. Develop a high-level time plan for the implementation of projects based on the



# priorities, dependencies, and duration of each project

## Deliverable: Roadmap for setting GIS Centre

# 2.1.6. Mandatory Deliverable: Part A of Scope

#	Deliverable		
1.	Current Situation Understanding Report		
2.	To-Be report with benchmarking and gap analysis		
3.	Tender Document for onboarding GIS Implementation Agency		
4.	Bid Evaluation Report		
5.	Roadmap for Setting GIS Centre with SOP and Operation Manual for GIS Centre		
6.	Monthly Project Progress Report		



# 2.2. Part B: Technical Support to GIS Centre in Implementation of GIS Projects

- i. The consultant would guide AMC in the creation of the digital repository of the critical assets within the purview of AMC.
- ii. The consultant would suggest the modern-day techniques for mapping of AMC assets.
- iii. The consultant would suggest the geospatial enablement of the IOT devices and integration of the existing IOT devices to the Central Command and Control Centre for the operational readiness.
- iv. The consultant will be expected to develop an approach for a dedicated 3D City that would be used by AMC in its daily operations.
- v. The Consultant will also assist in project management, coordination, and supervision activities.
- vi. The consultant will be responsible for project management and providing technical support for design review and implementation supervision of work undertaken by implementation agency.
- vii. The GIS consultant will prepare the GIS Policy & Procedures Manual to implement enterprise-wide GIS in AMC.
- viii. The GIS consultant will monitor the implementation of the project.
- ix. Review inventory of maps and GIS datasets from all departments, guide GIS team of respective departments to bring them in identical format and upload datasets on GIS Server.
- x. Consultation with all the Departments to understand their requirements for maps and GIS datasets
- xi. Design and develop a system for storing and sharing of datasets in consultation with user departments
- xii. Manage GIS datasets centrally and make them available to all internal and external stakeholders based on an approved data sharing policy
- xiii. Coordinate training programs for relevant departments' staff.
- xiv. The consultant will devise a framework for the Standard Operating procedures (SOP) for the GIS based data and application management for the sustainability of GIS setup at AMC.
- xv. The consultant should suggest the medium for conducting the on field surveys and benchmarks to be considered for current and future GIS surveys.
- xvi. The consultant should help AMC enable the GIS component for the AMC assets to an extent that the yearly budgeting exercise would be carried out using the data availability and future planning done on GIS platform.
- xvii. The consultant should suggest the strategy to conduct a periodic review of the assets / properties and suggest the strategy of preventive maintenance to be carried out with a suggestion of interval timeline.



## 2.2.1. Part B: Resource Requirements

Sr.	Designation of the Resource	Qualification and Experience			
<u>No.</u>	GIS Project Manager - 01 Nos.	The candidate should have minimum Bachelor of Engineering / Science/ Technology from a reputed university with more than 10 years' experience having demonstrable experience GIS and urban GIS management. Desirable Education criteria: Master of Science / Master of Technology in Geoinformatics from a reputed university with more than 10 years' experience in implementation of GIS and urban GIS management projects.			
2	Sr. GIS Analyst – 01 Nos.	The candidate should have minimum Bachelor Engineering / Science/ Technology from a repute university with more than 10 years' experienceGIS Analyst – 01 Nos.Water/waste-water domainDesirable Education criteria: Master of Science / Master Technology in Geoinformatics			
3 Sr. Urban Expert with GIS Experience – 01 Nos.		The candidate should have minimum Bachelor of Engineering / Science/ Technology from a reputed university with more than 8 years' experience having experience in urban domain. (desirable experience in municipal solid waste management). Desirable Education criteria: Master of Science / Master of Technology in Geoinformatics			
4	ICT Technology Expert with GISThe candidate should have minimum Engineering / Science/ Technology from university with more than 5 years' experied domain. ( desirable experience is property to revenue).				
5	GIS Analyst – 01 Nos.	The candidate should have minimum Bachelor of Engineering / Science/ Technology from a reputed university with more than 4 years' experience in urban domain – desirable experience is IT / GIS.			

### Expectations from the above deployed team

- It is expected that the above team will be deployed on full-time basis for part B of the scope at AMC for the project duration.
- The team would be expected to manage the project implementation phase.
- For part A of the scope, it is mandatory that project manger is stationed at project site however the remaining team can work remotely but will have to be present for important



meetings and field study work.

- The team would play a pivotal role on the project execution from the vendor followed by the payment recommendation & advisory as per RFP terms
- The GIS center Team will be assisting in the state of the art procurement of Hardware & Software needed to successfully operate the GIS operations for the city.
- The team would be able to arrange the needed technical Support to Departments from the respective OEM's.
- The team would be instrumental in coordinating the training programs for department staff
- The consultant would be expected to support AMC in the Documentation & research support required for cities competition, on national and international level
- Consultants will report to the AMC authorities as per reporting structure of the AMC.
- In case any of the resources leave, AMC should be informed about this in advance and resource with similar technical skills should be deployed in place of outgoing resource.
- Consultant shall exercise due diligence in preparation of bid papers including items of work, specifications, etc.

## **Roles and Responsibilities**

#### GIS Project Manager

The expectation from GIS Project Manager would be to implement the entire project as mentioned in the scope of work. The proposed but not exhaustive activities are mentioned below:

- Coordinate with internal resources and third parties/vendors for the execution of projects
- Monitor projects so that they are delivered on-time and as per defined scope
- Assist in the definition of project scope and objectives, involving all relevant stakeholders and ensuring technical and financial feasibility
- Ensure resource availability and their allocation for various tasks
- Develop a detailed project plan to monitor and track progress
- Manage changes to the project scope, and project schedule, using appropriate verification techniques
- Measure project performance using appropriate tools and techniques
- Report and escalate to AMC officials as needed
- Successfully manage the relationship with AMC and all stakeholders
- Recommend information technology strategies, policies, and procedures by evaluating organization outcomes; identifying problems; evaluating trends.
- Anticipating requirements.
- Perform risk management to minimize project risks
- Establish and maintain relationships with third parties/vendors
- Create and maintain comprehensive project documentation
- Supporting in issue analysis and preparation of Root Cause Analysis report
- Support in preparation of Standard Operating Procedure and ensuring the adherence of procedures to Standards (International, Domestic including Local)



## <u>Team Members - Sr. GIS Analysts, Sr. Urban Expert with GIS Experience, ICT Technology Expert</u> with GIS Experience, GIS Analyst

The expectation from the team would be to implement the domain related activities as mentioned in the resource requirement table. The proposed but not exhaustive activities are mentioned below:

- Support in analyzing spatial data through the use of mapping software.
- Support in discovering patterns and trends through spatial mapping of data.
- Producing maps showing the spatial distribution of various kinds of data, including crime statistics and hospital locations.
- Support in developing mapping applications and tools.
- Support in converting physical maps into a digital form for computer usage.
- Support in performing data munging and cleaning to convert data into its desired form.
- Produce reports on geographic data utilizing data visualizations.
- Managing a digital library of geographic maps in various file types.

#### SPECIAL NOTE

All the above responsibilities are generic and are not exclusive. The consultant will be required to perform any duty which is required for proper, efficient & effective working of E-Governance Department of AMC. The instructions of AMC authorities and Municipal Commissioner will be binding and compulsory in case of any ambiguity in above responsibilities.



# 3. Eligibility Criteria and Bid Evaluation

# 3.1. Pre-Qualification (PQ) Criteria

AMC will form a committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, AMC may at its discretion, ask the bidders for clarification of their Proposals.

Bidders who have submitted the valid EMD and non-refundable bid processing fee shall be considered for further evaluation. If bidders fail to submit the bid security and non-refundable bid processing fee as per this RFP document, the Bid shall be out rightly rejected.

The bidder must possess the requisite experience, strength and capabilities in providing services necessary to meet the requirements as described in the RFP document. 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

In order to be qualified technically, the Bidder must meet the Pre-Qualification (PQ) as detailed below.

#	PQ Criteria	Description	Proof Document Required
1.	Legal Entity	<ul> <li>Bidder should be an Indian firm</li> <li>Bidder should be registered under the Companies Act 1956 or 2013 in India or a company Incorporated under equivalent law abroad or in India the Consultant should be a firm/LLP at the time of the bidding</li> <li>Bidder should have a registered number of, GST, Income Tax / Pan number</li> <li>Bidder should be in operation in India for a period of at least 3 years as on publication of this tender.</li> </ul>	<ul> <li>a) Copy of certification of incorporation issued by competent authority/ Registration Certificate/ Shop &amp; Establishment certificate</li> <li>b) Copy of PAN card</li> <li>c) Copy of GST registration</li> </ul>
2.	Similar Work Experience	<ul> <li>The bidder should have prior demonstrable expertise and experience of providing advisory and consultancy services in GIS Domain for at least 5 separate projects across Municipal Corporation / Urban Local Bodies / Indian State / National Level – Govt. authority related to the Urban Local bodies in India in the past 7 years.</li> <li>Urban Local bodies indicates the work carried out in Municipal Councils / Development Authority / Municipal Corporation, Municipality, Notified Area Committee, Town Area Committee, Special purpose agency (Govt. only)</li> <li>On-going projects are eligible</li> </ul>	Work Order / Completion certificate (if any), Contractual agreement In case of a project submitted for state / national level authority but include work done for multiple ULBs / Cities under the same project, then it will be considered as one project only.

ŧ	PQ Criteria	Description	Proof Document Required
3.	Financial Capability	<ul> <li>The Bidder should have average annual turnover of at least Rs. 500 Cr in last three audited financial years ending 31 March 2021, i.e. (FY 2019-20, FY 2020-21, FY 2021-22).</li> <li>The bidder must have positive net worth and should be profit making as on 31st March 2022.</li> <li>For the purposes of compliance with both technical and financial eligibility criteria, all bidder/s should produce suitable documentary evidences such as firm registration documents, asset ownership/operation proof, contracts, client references and certificates in support of their claims for the above.</li> </ul>	<ul> <li>a) Copy of audited Balance Sheet, audited Profit &amp; Loss statements for each of the last 3 financial years as on 31st March 2022.</li> <li>b) Certificate from the statutory auditor / Charted Accountant (CA) clearly specifying the annual turnover for each of the last 3 financial years as on 31st March 2022. Original or Notarized Copy should be submitted for evaluation.</li> </ul>
4.	Mandatory Undertaking	<ul> <li>The Bidder should:</li> <li>Not have been blacklisted by Central Government / Any State Government / PSU in India as on the date of bid submission.</li> <li>Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</li> <li>The bidder should have at least one office in Gujarat. If the bidder is not having any office in Gujarat, then bidder should submit a letter of undertaking to open the office in Gujarat within 30 days from the date of issue of work order if (s)he is awarded the work</li> <li>Not have their directors and officers 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.</li> </ul>	Self-declaration by the Bidder duly Signed and stamped by the authorized Signatory in in format described in RFP.



#### Note:

- i. The Bidder must attach valid documents in support to their Pre-Qualification as mentioned above. Without proper supporting documents, the bid proposals are liable to be rejected. The technical proposal should be submitted in hard copy with soft version stored in pen drive.
- ii. The Commissioner, AMC reserves the right to accept or reject any or all application without assigning reason.
- iii. For all cited projects under bidder's experience criteria; the bidders have to submit LoI/work order with full BoQ, contract agreement go-live/amount of work completion certificate and copy of invoice submitted to the client as a supporting document for each project.
- iv. The bidder needs to provide contact detail (email & phone number) of senior official from client.
- v. AMC (or the nominated party) reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical evaluation criteria.
- vi. For all resource CVs provided under manpower details, profiles will only be considered if they are on company payrolls for min. of 6 months as of the bid submission date.
- vii. The Bid Evaluation Committee (BEC) may invite each bidder to make a presentation may require written clarifications from the bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents.
- viii. Only projects for which the Work Order has been issued before 3 months of the release date of this RFP (supported by copy of Work Order), will be considered for evaluation.
- ix. In case of any change in eligibility criteria during bidding stage, it is bidder's to bring any change to Purchaser notice if there is a change in the status of the bidder during bidding stage, with reference to any of the above-mentioned criteria for eligibility.
- x. Experience of the Indian firm will be considered, in case if bidder is an MNC.



#	Technical Marking Criteria	Max. Marks	Supporting Document to be submitted along with the Technical Bid
A1	<ul> <li>The Bidder should have a min. Average Annual Turnover (AAT) of Rs. 500 Cr from last 3 audited financial years (FY 2019-20, FY 2020-21 and FY 2021-22)</li> <li>Marks shall be allotted as per below.</li> <li>AAT between Rs. 500 Cr to 1000 Cr – 5 Marks</li> <li>AAT between Rs. 1001 Cr to 2000 Cr – 10 Marks</li> <li>AAT between Rs. 2001 Cr to 3000 Cr – 15 Marks</li> <li>AAT of &gt; 3001 crores – 20 Marks</li> </ul>	20 Marks	Certificate from the Chartered Accountant /Statutory Auditor on Average Annual Turnover as specified format in Annexure of the RFP.
В1	<ul> <li>Experience of the Bidder in Advisory &amp; Consultancy in implementation of GIS Project</li> <li>Bidder shall have demonstration experience of the GIS consultancy work for projects either completed or in execution stage in India in last 7 years from date of RFP publish for a govt. entity.</li> <li>(Only workorders issued to consulting company / bidder will be considered for evaluation under this criteria)</li> <li>The cumulative value of eligible projects will be considered for evaluation</li> <li>Marks shall be allotted as per below mentioned cumulative value of projects.</li> <li>Cumulative value between Rs. 5 Cr to 7 Cr - 5 Marks</li> <li>Cumulative value between Rs. 7.1 Cr to 10 Cr - 10 Marks</li> <li>Cumulative value between Rs. 10.1 Cr to 15 Cr - 15 Marks</li> <li>Cumulative value &gt; 15.1 Cr - 20 Marks</li> </ul>	20 Marks	<ul> <li>Project Experience Citation signed and stamp by bidder</li> <li>Work order/ Contract clearly highlighting the value of work, scope of work, tenure of the contract, business domains</li> </ul>
Β2	<ul> <li>Experience of the bidder in providing consultancy services for 3D GIS for cities / ULB / Indian Smart Cities Mission / Indian state / National Level - Govt. authority with min. area of 500 sq. km using LIDAR mapping / Drone mapping / other 3D mapping techniques.</li> <li>Marks shall be allotted as per below.</li> <li>1 Projects - 10 Marks</li> <li>2 Projects - 20 Marks</li> </ul>	20 Marks	<ul> <li>Project Experience Citation signed and stamp by bidder</li> <li>Work order/ Contract clearly highlighting the value of work, scope of work, , tenure of the contract, business domains</li> </ul>

# 3.2. Technical Qualification (TQ) Criteria



#	Technical Marking Criteria	Max. Marks	Supporting Document to be submitted along with the Technical Bid
C1	<ul> <li>GIS Manpower Capability</li> <li>Bidder shall have at least following qualified Full Term Employees (FTE) with GIS qualification and expertise as asked under scope of work of this document on their payroll for previous six (06) months from the date of bid submission (HR Certificate - working with the firm on payroll with PF number to be submitted)</li> <li>FTE between 1 to 5 – 3 Marks</li> <li>FTE between 11 to 15 – 9 Marks</li> <li>FTE between 11 to 15 – 9 Marks</li> <li>FTE &gt; 15 – 12 Marks</li> </ul>	12 Marks	<ul> <li>Self-Declaration letter issued on letter head of bidding entity and certified by the Head of Human Resources Department/</li> </ul>
C2	Proposed GIS Team Bidder shall propose the resources who are Full Term Employees (FTE) with GIS qualification and expertise as asked under scope of work of this document on their payroll for previous six (06) months from the date of bid submission (HR Certificate - working with the firm on payroll with PF number to be submitted) GIS Project Manager – 2 Marks Sr. GIS Analysts – 2 Marks Sr. Urban Expert with GIS Experience – 2 Marks ICT Technology Expert with GIS Experience – 1 Mark GIS Analyst I – 1 Mark	8 Marks	<ul> <li>CV of proposed resources</li> <li>Self-Declaration letter issued on letter head of bidding entity and certified by the Head of Human Resources Department/</li> </ul>
D1	<ul> <li>Technical Presentation to Bid Evaluation Committee</li> <li>Relevant capability and competency – 2 marks</li> <li>Understanding of the requirement – 3 Marks</li> <li>Approach &amp; Methodology – 10 Marks</li> <li>Overall Presentation &amp; Response to Queries – 5 Marks</li> </ul>	20 Marks	Presentation to the Bid Evaluation Committee
Tota	l Marks	100 Marks	

Passing Score – 70 out of 100



# 3.3. Bid Evaluation

- i. AMC shall constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by SIs may lead to rejection of their bids.
- ii. The Committee may ask the bidders to make presentation in front of bid evaluation committee.
- iii. The Committee may seek inputs from their professional and technical experts in the evaluation process.
- iv. AMC reserves the right to do a reference check of the experience stated by the bidder. Any feedback received during the reference check shall be considered during the Technical evaluation process.
- v. The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the bidders to seek clarifications or conformations on their bids.
- vi. The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- vii. During the bid evaluation, AMC may at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted. AMC is entitled to ask for clarifications as many times as possible from the SIs to the satisfaction of the Technical Evaluation committee.
- viii. If the bidder fails to provide the clarification or additional information sought in the stipulated time, the information provided in the technical proposal only will be used for evaluation. It is clearly understood that the additional information or clarification on the technical proposal provided by the SIs will not be the basis for affecting any changes in the Commercial Proposal already submitted by the bidders.
- ix. Commercial bid needs to submit online only.

## Stage 1: Pre-Qualification (PQ) Evaluation

- i. AMC shall validate the "Tender fee & Bid Security/Earnest Money Deposit (EMD)".
- ii. AMC shall open the bid and check the bidder's eligibility as per the "Pre-Qualification Criteria". In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.
- iii. AMC will examine the bids to determine whether they are complete, responsive, whether required Tender Fee and EMD has been furnished, whether the letters/certificates have been properly signed, and whether the bids are generally in order. Any bids found to be nonresponsive for any reason or not meeting any criteria specified in the tender, will be rejected by AMC and shall not be included for further consideration. Any deviations in proposal response may make the bid liable for rejection.
- iv. All eligible bids will be considered for further evaluation by an Evaluation Committee according to the evaluation process defined in this Bidding document.
- v. Each of the Pre-Qualification condition mentioned in eligibility criteria. In case, the bidder does not meet any one of the conditions, the bidder shall be disqualified.
- vi. Bidders would be informed of their qualification/disqualification based on the eligibility



criteria, the Bid Security amount shall be returned to the respective disqualified bidders.

## Stage 2: Technical Qualification (TQ) Evaluation

- i. "Technical bid" will be evaluated only for the bidders who succeed in Stage 1.
- ii. AMC will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- iii. The bidder needs to score minimum 70 marks out of 100 to pass this stage and qualify for commercial bid assessment.
- iv. It is mandatory to participate in presentation during bid evaluation, non-compliance may lead to rejection of bid.
- v. The bidders' technical solutions proposed in the bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in above Section.

### Stage 3: Financial Bid Evaluation

- i. The commercial bid will be opened for only those bidders who qualify in stage 1 & 2 (i.e., PQ & TQ) shall be opened on the notified date and time.
- ii. The Consultant shall be selected under the Quality-cum-Cost Based System (QCBS) with weightages of 80:20 (80% for technical proposal and 20% for financial proposal) and procedures described in this RFP.
- iii. (St) = Technical Score obtained by bidder out of 100
- iv. The financial proposals of only technically shortlisted Consultants (having the minimum required score) will be opened and will be ranked in terms of their total evaluated cost. Lowest financial proposal (Fm) shall be given a financial score (Sf) of 100 points.
- v. The financial score (Sf) of the other financial proposals (Fo) shall be computed as follows.
  - a. Sf = 100 x A
  - b. A = Fm (Lowest financial proposal)

Fo (Other financial proposal)

- vi. Proposals shall finally be ranked according to their combined technical (St) and Financial (Sf) scores using the weights (T=the weight given to the technical proposal; F=the weight given to the financial proposal; T+F = 100) indicated below.
  - a. Final Score = St x ( 80%) + Sf x ( 20%)
- vii. The proposal obtaining the highest final score in evaluation of quality and cost will be ranked as H1 followed by the proposals securing lesser marks as H2, H3, etc. The Consultant securing the highest combined marks (H1) will be considered for award of the Contract. In case of a tie, Consultant with higher technical score (St) will be considered for award of work.
- viii. The Successful Consultant would be notified in writing by the Authority by issuing the Letter of Award (LOA) in favor of the Consultant. The Authority reserves the right to accept any proposal or reject any or all the proposals without assigning any reasons and any liability whatsoever including financial liability.
- ix. The Authority also reserves the right to close or cancel the entire process of appointment at any point without assigning any reasons whatsoever and without any liability whatsoever.



- x. Rights to Accept/Reject any or all Proposals
- xi. AMC reserves the right to accept or reject any proposal, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected SI or Bidder or any obligation to inform the affected SI or Bidder of the grounds for AMC's action.
- xii. Financial Bids that are not as per the format provided in the RFP shall be liable for rejection.
- xiii. The bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies and other charges as may be applicable in relation to the activities proposed to be carried out. AMC reserves the right to ask the SI to submit proof of payment against any of the taxes, duties, levies indicated.
- xiv. Commercial of BoQ line items must be entered online only.
- xv. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the commercial proposals are received.
- xvi. Errors & Rectification: Arithmetical errors will be rectified on the following basis:
- xvii. 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.
- xviii. If there is a discrepancy between words and figures, the amount in words will prevail.
- xix. Bidders shall indicate the unit rates and total Bid Prices of the equipment/ services, it proposes to provide under the Contract. Prices should be shown separately for each item as required in the tender.
- xx. Bidders should not leave any field blank. In case the field is not applicable, bidder must indicate "0" (Zero) in all such fields.
- xxi. If there is no price quoted for certain material or service, the bid shall be declared as disqualified. The bidder has to bid for total products and solutions.

Notifications of Award and Signing of Contract

- i. Prior to the expiration of the period of proposal validity, the Bidder will be notified in writing through email or letter that its proposal has been accepted.
- ii. AMC shall facilitate signing of the contract within the period of 30 days of the notification of award. However, it is to be noted that the date of commencement of the project and all contractual obligations shall commence from the date of issuance of Purchase Order/Letter of Acceptance (LOA)/Letter of Intent (LOI), whichever is earlier. All reference timelines as regards the execution of the project and the payments to the Implementation SI shall be considered as beginning from the date of issuance of the Purchase Order/Letter of Acceptance, whichever is earlier.
- iii. The notification of award (LOI/LOA/Purchase Order) will constitute the formation of the Contract.
- iv. At the time AMC notifies the successful bidder that its bid has been accepted, AMC will send the Bidder the Pro forma for Contract, incorporating all clauses/agreements between the parties.



# 4. Project Duration & Contract Validity

AMC will be signing a contract with selected bidder which will be valid for three (3) years and six (6) months. The project duration may be extended on mutually agreed terms for another two (2) years. The price discovered in financial bid shall be valid for entire contract period.

# **Project Duration**

Part A: Conduct As-Is Study, Tender Preparation & Setting of GIS Centre – Six (6) months.

The consultant will have to adhere to the project timeline given in section 5, any delay due to their non-performance will attract penalty. However, AMC may approve the extension in deliverable timeline to meet the project the objective on merit and for unavoidable reasons.

Part B: Technical Support to GIS Centre in Implementation of GIS Projects – Six (6) months.

AMC will issue the work order for Part B after successful completion and acceptance of deliverables mentioned in Part A of the scope of work. The initial work order will be issued for six (6) months. After careful assessment of need and performance of the consultant, AMC may issue extension of work order for remaining period of contract duration.

# 5. Timeline & Payment Terms

Sr. No.	Task	Months after issuance of LOA/Workorder/signing of agreement	Payment Terms		
	Part A: Conduct As-Is Study,	Tender Preparation & Settin	g of GIS Centre		
1	Current Situation Understanding Report	1	20% of Quoted Project Cost in table A of section 9		
2	To-Be report with benchmarking and gap analysis	2	20% of Quoted Project Cost in table A of section 9		
3	Tender Document for onboarding GIS Implementation Agency	3	20% of Quoted Project Cost in table A of section 9		
4	Roadmap for Setting GIS Centre with SOP and Operation Manual for GIS Centre	5	20% of Quoted Project Cost in table A of section 9		
5	Bid Evaluation Report	6	20% of Quoted Project Cost in table A of section 9		
	Part B: Technical Support to GIS Centre in Implementation of GIS Projects				
1	Implementation Phase (post approval of Part A Deliverables)	On monthly basis	As per the Quoted Project Cost in table B of section 9		

# 6. Penalty to Agency

- Delay in submission of deliverable as defined in project milestone and timeline for Part A of the scope of work Rs. 2,000 for per working day of delay
- Absence of Project Team Rs. 50,000 for per working day of absence (other than the



approved absence/or not approved by AMC)

- Liquidated Damages Max. to 10% of project cost as per the approval of Municipal Commissioner of AMC.
- Penalty shall be levied only to reasons attributing to non-performance of consultant. In the event of delay or non-approval the agency should inform the authorities in advance (min two working days)
- The payment for the Part B of scope and resource deployed would be made on the monthly basis as per the cost quoted in table B of section 9 of the financial bid format.
- The consultant is expected to submit the invoice at the end of the month with a list of activities carried out with the invoice.
- Every resource is entitled for Two (02) days informed absence in a month.
- Any leave taken without the prior information may be marked as Absence without Pay.
- In-case of long leaves / situation beyond control, it is expected that the consultant will depute another resource in place of the existing resource
- Any issue of non-deployment of the resources after 45 days will lead to the cancellation of the contract.
- Replacement of Resources: In order to maintain the continuity, the bidder is not allowed to replace those resources whose profile are submitted for part B of the scope at the time of bidding process / Technical presentation for at least 2 months from the date of work order / deployment.
- Replacement of resource after 2 months is only allowed only for valid reasons (such as medical leave, resignation or unavoidable circumstances etc..)
- The replacement should be allowed only after due approvals from designated AMC officials.
- In case resources are replaced with new resources violating the above-mentioned criteria, following penalties will be applied:
  - o 1st replacement Rs. 5,000
  - 2nd 3rd replacement Rs. 50,000
  - 4th replacement onwards Rs. 1,00,000
- Please note that any delay due to non-availability of officials or any other AMC dependency will not be considered in the delay of milestone completion. Also, the Liquidated damages will be applicable for delays only attributable to the consultant.
- AMC may add/ delete/ change/ modify the incentive and penalty parameters, provided that at least ninety (90) day prior notice shall be given to the Agency before such parameters are applied
- The maximum Penalty/Liquidated damages is limited to 10% of the quoted price. Any breach of the upper limit will lead to the cancellation of the contract.

# 7. Termination of Contract

AMC 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 bidder and as it deems fit, terminate the contract either in whole or in part in the following ways.

- Termination by Default: for failing to perform obligations under the Contract of if the quality is not up to the specification or in the event of non-adherence to time schedule.
- Termination for Convenience: AMC by written notice sent to the bidder, may terminate the



Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for AMC's convenience, the extent to which performance of the SI under the Contract is terminated, and the date upon which such termination becomes effective.

- Termination for Non-Performance: If the bidder fails to deliver any or all of the project requirements / operationalization / go-live / performance parameters (PERFORMANCE STANDARDS) of the project within the time frame specified in the contract; or If the bidder fails to perform any other obligation(s) under the contract.
- Termination for Insolvency/NCLT proceedings: The Department may at any time terminate the contract by giving written notice to the bidder(s), if the bidder(s) becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the bidder(s), provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department. Bidder agrees to handover all requisite data in terms of code, documents, etc. along with requisite to the office of the AMC identified team in this case.

Prior to providing a notice of termination to the bidder, AMC shall provide the bidder with a written notice of 30 days instructing the bidder to cure any breach/ default of the Contract, if AMC is of the view that the breach may be rectified.

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

During the closure of the contract, in order to provide a seamless experience for the citizens, AMC shall decide that the a period no greater that 2 months shall be identified as an overlap period. This will be last2 months of the contract duration.

The agency is obligated to attend all the meetings called for the transfer of service and shall accord all the necessary help to the next service provider. This clause does not indicate an automatic diminished responsibility during the closing 180 days. It is intended to provide for a seamless transfer only.

# 8. Performance Bank Guarantee

The successful bidder shall at his own expense, deposit with department, within 30 days of the notification of award (done through issuance of the Purchase Order/Letter of Acceptance/Letter of Intent), an unconditional and irrevocable Performance Bank Guarantee (PBG) from Banks approved by AMC as per Annexure: BANK LIST in favour of "Municipal Commissioner, Ahmedabad Municipal Corporation" for the due performance and fulfilment of the contract by the bidder.

- The successful bidder will submit an amount equivalent of 5% of the Project. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
- If the Bidder, fails to furnish the Performance Guarantee within stipulated time period, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof
- The successful bidder shall maintain a valid and binding Performance Guarantee for project duration. In the event of the Bidder being unable to maintain valid PBG for said duration, it shall be lawful for the Authority to levy penalty as per AMC rules or/and cancel the contract or any part thereof.



- The Performance Bank Guarantee may be discharged/ returned by department upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- In the event of the Bidder being unable to service the contract for whatever reason or receive frequent complaints from citizens AMC would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of AMC as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.
- AMC shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- AMC shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction, or misstatement.
- During the contract period if the bank from which the PBG is submitted is removed from the list of approved bank, the selected bidder shall be required to replace the PBG and submit the PBG from the approved bank. The notification in this regard will be given to the selected bidder by AMC and the same must be complied within 21 days of such notification



# 9. Financial Bid Format

Sr. No.	Item	Project Cost (in Rs.) without taxes and GST	Project Cost (in Rs.) including all taxes and GST
1	Current Situation Understanding Report		
2	To-Be report with benchmarking and gap analysis		
3	Tender Document for onboarding GIS Implementation Agency		
4	Bid Evaluation Report		
5	Roadmap for Setting GIS Centre with SOP and Operation Manual for GIS Centre		
	Total Cost (A)		

Sr. No.	Item	Qty. (in no.)	Monthly Cost (in Rs.) without taxes and GST	Monthly Cost (in Rs.) including all taxes and GST
1	GIS Project Manager	1		
2	Sr. GIS Analyst	1		
3	Sr. Urban Expert with GIS Experience	1		
4	ICT Technology Expert with GIS Experience	1		
5	GIS Analyst	1		
	Total Cost for One (1) month			
Total Cost for six (6) months (B)				

Table 3: Total Project Cost			
Sr. No.	Category	Project Cost (in Rs.) without taxes and GST	Project Cost (in Rs.) with taxes and GST
1	Table 1: Commercial Bid for Scope Part A: Conduct As-Is Study, Tender Preparation & Setting of GIS Centre – total cost (A)		
2	Table 2: Part B: Technical Support to GIS Centre in Implementation of GIS Projects – total cost for 6 months (B)		
	Total Project Cost (C = A+B)		



. .

# 10. Instructions to the bidder

### **Availing Bid Documents**

The RFP document can be downloaded from the web site (n)Procure (https://tender.nprocure.com/) and AMC web site (https://www.ahmedabadcity.gov.in) up to the date and time mentioned in the RFP Notice.

#### **Completeness of the RFP Response**

Interested Parties are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of their proposal.

#### Cost of RFP

Bidder should submit the Cost of RFP document in the form of Demand Draft or Banker's Cheque of any bank as per Annexure: BANK LIST payable at Ahmedabad in favor of Municipal Commissioner, Ahmedabad Municipal Corporation.

#### **RFP bid Preparation Cost**

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 AMC to facilitate the evaluation process. AMC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. All materials submitted by the bidder shall become the property of the AMC and may be returned at its sole discretion.

#### **Submission of RFP Queries**

A prospective Bidder requiring any clarification on the RFP Document may submit his queries, via email, to the-mail id on or before end date.

 Request for Clarification
 Name and Position of
 Contact Details of the Organization

 Name and Address of the
 Person submitting request
 / Authorized Representative

 request
 Tel:
 Mobile:

 Fax:
 Email:
 Email:

The queries must be submitted in the following format only:



Sr. No	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required

#### Amendment of RFP Document

At any time before the deadline for submission of bids, the AMC, 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, which will form the part of the original bid documents and shall override any contradicting effects in the original bid document.

In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the AMC may, at its discretion, extend the last date for the receipt of bids.

The bidders are advised to visit the website (n)Procure website (https://tender.nprocure.com/) and AMC web site (https://ahmedabadcity.gov.in//) on regular basis for checking necessary updates. AMC also reserves the rights to amend the dates mentioned in this RFP for bid process.

#### AMC's rights to terminate the Process

AMC may terminate the RFP process at any time and without assigning any reason. AMC makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by AMC.

### Right to Accept or Reject Any Bid or All Bids

AMC reserves the right to accept or reject any RFP offer and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for AMC's action.

#### Sealing, marking and submission of RFP

The proposal/bid must be sealed and super scribed and shall be sent as under:

Details to be mentioned exactly on sealed envelop			
Details to be me         RFP Details         • Notice No.: XXX         • RFP for Selection of Consultant for the Geospatial Technology Consultancy Work and Setting a GIS Cell at Ahmedabad Municipal Corporation (AMC)         • Last date of Submission: On or before 26/09/2023 upto 1700 hrs.	Venue: Tender Officer, Central Record Department, B- Block, Mezzanine Floor, Amdavad Municipal Corporation, Mahanagar Seva Sadan, Sardar Patel Bhavan, Danapith, Ahmedabad- 380001.		

AMC will not accept submission of a proposal in any manner other than that specified in the RFP



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 AMC assumes no responsibility for the misplacement or premature opening of the contents of the application and consequent losses, if any suffered by the Bidder.

The price bid must be submitted online on https://tender.nprocure.com. It should not be sent physically, if submitted physically the bid shall be rejected.

No Bidder shall submit more than one Bid for the Project.

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

- The Technical Bid must be sent to AMC by Postal Speed Post or Registered Post or in person by the representative of the bidder. Documents received in any other manner or mode (like email) will not be considered.
  - Envelope 1: Copy of Tender fee & Bid Security/Earnest Money Deposit (EMD).
  - Envelope 2: Eligibility documents for Pre-Qualification criterion with all annexures described in RFP
  - Envelope 3: Support documents for Technical Qualification evaluation with all annexures described in RFP
  - Envelope 4: Soft copy of PQ & TQ documents in a Pen Drive
- All four envelopes should be packaged all together in big envelope with tender number.
- Each page of the technical bid above should bear the initials of the applicant along with the seal of the Applicant in token of confirmation of having understood the contents. Also, each page of technical proposal should be numbered with a proper index.

Each Bidder shall submit only one proposal containing documents as below.

- i. Pre-qualification Criteria related documents
- ii. 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.
- iii. Proposal should be signed by an authorized person of the bidder. It 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 to the terms and conditions detailed in this proposal.
- iv. Proposals must be direct, concise, and complete. AMC 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. SAMC reserves the right to accept or reject any or all the proposals without assigning any reason.
- v. The Bidder shall prepare original set of the Application (together with originals /copies of documents required to be submitted along therewith pursuant to this RFP document) and applicant shall also provide a soft copy on a Pen Drive / USB stick. In the event of any



#### discrepancy between the original and Pen Drive/USB stick, the original shall prevail

#### Late Proposal for Proposal/Bid

Proposal/Bid not reaching on or before the specified time limit will not be accepted.

#### Language of Bids

The responses prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and AMC, shall be written in English language. 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.

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.

#### **RFP Submission Format**

The entire proposal shall be strictly as per the format specified in this Request for Proposal. Bids with deviation from this format shall be liable for rejection.

#### Acceptance of Terms & Conditions

The bidder will, by taking participation in the bidding process and submitting the bid documents, be deemed to have thoroughly read, studied and understood the bid documents including scope of work, the terms and conditions, instructions, etc. referred there in and the same are acceptable to the bidder.

### Documents to be submitted

Following list is provided as the guideline for submitting various important documents along with the bid.

- (i) Cover Letter
- (ii) Bidders' Particulars as per format given in RFP
- (iii) Certificate of Registration/Certificate of Incorporation
- (iv) Audited Financial statements and relevant certificates
- (v) Copy of Work Order/Work Completion Certificate & Self Declaration
- (vi) GST Registration and Income Tax Certificate
- (vii) Declaration regarding blacklisting in the given format
- (viii) Detailed approach and methodology
- (ix) Signed & Stamped RFP document along with Addenda & Corrigendum if any
- (x) Any other document necessary for the bid proposal

### AMCs' Rights to Accept/Reject any or all Proposals

AMC reserves the right to accept or reject any proposal, and to annul the bidding process and reject all bids, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for AMCs' action.



#### Notifications of consideration for next level

Prior to the expiration of the period of proposal validity, the bidder will be notified in writing or by email that it has been considered for the next round.

### Failure to agree with the Terms & Conditions of the RFP

Failure of the bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of selection.

#### **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, Authority 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 RFP Clause all respects.



# **11.** Annexure A: Formats

Checklist for Technical Qualification Document

<<To be printed on SI company's letterhead and signed by Authorized signatory>>

Sr.No.	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.) of Proposal
	Bid Processing Fee (DD) as per RFP		
	Bid Security EMD (DD/BG) as per RFP		
	Technical Proposal Packaged in Envelope with Pen Drive as per RFP		
	Copy of Certificate of Incorporation/Registration certificate/ Shop & Establishment Certificate – Bidder (if any)		
	Original or Notarized Copy of consortium partnership (if any)		
	Copy of Audited Balance Sheet and Profit and loss statement for last three financial years Bidder (if any)		
	Supporting Documents like Rent Agreement/ Electricity Bill / Self-Declaration on Company's Letter head to be submitted for Local Office in Ahmedabad. OR Undertaking from authorized signatory to open the local office within 60 days from issuance of LOI to be submitted – Bidder (if any)		
	Copy of GST registration – Bidder (if any)		
	Copy of PAN registration – Bidder (if any)		     
	TQ 1: Bid Covering Letter		
	TQ 2: Particulars of the Bidder		
	TQ 3: Details of Annual Turnover for last three financial years		
	TQ 4: Certificate from the Statutory auditor / CA clearly specifying the annual turnover for the specified years		
	TQ 5: Declaration letter that the firm is not blacklisted by Central Government or any State Government organization / PSU in India at the time of submission of the Bid, in the format given in the RFP		
}	TQ 6: Details of the similar projects executed		+
	TQ 7: Proposed Approach and Methodology		



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Sr.No.	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.) of Proposal
	TQ 8: Curriculum Vitae (CV) of Project Team		
	TQ 9: Format for Bid Security EMD		

Note:

All technical bid document(s)/ details should be duly sealed & signed as required.

In case of the deviation in the authorization letter by the manufacturer & forwarding letter; the price bid of such bidder will not be opened.

Any conditional mention regarding any technical details or prices in any document(s)/ forwarding letter; price bid of such bidder will not be opened.



# TQ\_1: Technical Bid Cover Letter

<< To be printed on bidder company's letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

Τo,

Municipal Commissioner, Ahmedabad

Municipal Corporation, Sardar Patel

Bhavan, Danapith,

Ahmedabad – 380001

Subject: RFP for Selection of Consultant for the Geospatial Technology Consultancy Work and Setting a GIS Cell at Ahmedabad Municipal Corporation (AMC)

Reference: Tender No :<No> Dated<DD/MM/YYY>

Dear Sir/ Madam,

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 the "RFP for Selection of Consultant for the Geospatial Technology Consultancy Work and Setting a GIS Cell at Ahmedabad Municipal Corporation (AMC).

We attach hereto our responses to Technical-Qualification & 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 AMC 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 AMC 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 (& 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.

Signature of Authorized Signatory (with official seal)

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



# TQ\_2: Bidder Information Format

<< To be printed on bidder company's letterhead and signed by Authorized signatory>>

To whomsoever it may concern,

Please find below the details for RFP for Selection of Consultant for the Geospatial Technology Consultancy Work and Setting a GIS Cell at Ahmedabad Municipal Corporation (AMC).

#	Particulars	bidder
1	Name of the organization	
2	Type of Organization (Pvt. Ltd/ Public Limited)	
3	Address of Registered office	
4	Company Registration Details	
5	Date of Registration	
6	PAN	
7	GST	
8	Number of years of operations in India	
9	Authorized Signatory Name	
10	Authorized Signatory Designation	
11	Authorized Signatory Contact Details	
12	Authorized Signatory email ID	

Yours Sincerely,

# Signature of Authorized Signatory (with official seal)

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

Note: To be submitted with any other supporting details specified as Document Proof in Section 3



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# TQ\_3: Annual turnover over in last 3 financial years

<< To be printed on company's letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

To,

Municipal Commissioner, Ahmedabad

Municipal Corporation, Sardar Patel

Bhavan, Danapith,

Ahmedabad – 380001

Subject: RFP for Selection of Consultant for the Geospatial Technology Consultancy Work and Setting a GIS Cell at Ahmedabad Municipal Corporation (AMC)

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP for Selection of Consultant for the Geospatial Technology Consultancy Work and Setting a GIS Cell at Ahmedabad Municipal Corporation (AMC)

I hereby declare that below are the details regarding Overall turnover over last 3 financial years for our organization

#	Details	FY	FY	FY	Average Turnover
		(i)	(ii)	(iii)	[(i)+(ii)+(iii)/3]
1	Overall Annual				
1	Turnover				

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

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		



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Mobile	
Fax	
Email Id	

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	:	

Note: To be submitted with any other supporting details specified as Document Proof in Section 3 of RFP.



# TQ\_4: Auditor's/CA Certificate for turnover for Bidder

Date: dd/mm/yyyy

Τo,

Municipal Commissioner, Ahmedabad

Municipal Corporation, Sardar Patel

Bhavan, Danapith,

Ahmedabad – 380001

This is to certify that the Annual Turnover as per books and records of \_\_\_\_\_\_ for the following financial years are as under.

#	Financial Year Ending	Annual Turnover (INR)
1.	31st March, 2020	
2.	31st March, 2021	
3.	31st March, 2022	
	Average Turnover	

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

Yours Sincerely,

Signature of Auditor (with official seal)

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



## TQ\_5: Self-Declaration – No Blacklisting

<< To be printed on company's letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

Τo,

Municipal Commissioner, Ahmedabad

Municipal Corporation, Sardar Patel

Bhavan, Danapith,

Ahmedabad – 380001

Sir/Madam,

In response to the Tender Ref. No. \_\_\_\_\_\_ dated \_\_\_\_\_\_ for RFP for Selection of Consultant for the Geospatial Technology Consultancy Work and Setting a GIS Cell at Ahmedabad Municipal Corporation (AMC), 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 during last five years, from date of this 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.

Name of the Bidder	:
Authorized Signatory	:
Seal of the Organization:	
Business Address	:
Date	:
Place	:



# TQ\_6: Declaration

(The format as indicated below to be furnished on company's letter head)

Name of work: RFP for Selection of Consultant for the Geospatial Technology Consultancy Work and Setting a GIS Cell at Ahmedabad Municipal Corporation (AMC).

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certifies that neither our firm M/s ...... nor any of its constituent partners have abandoned any work in India nor any contract awarded to us for such works has been rescinded during last seven years, from the date of this bid submission.

3. The undersigned hereby authorize(s) and request(s) any bank, person, authorities, government or public limited institutions, firm or corporation to furnish pertinent information deemed necessary and requested by the AMC to verify our statements or our competence and general reputation.

4. The undersigned understands and agreed that further qualifying information may be requested, and agrees to furnish any such information at the request of the AMC.

5. The AMC and its authorized representative are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Affidavit will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in the tender or with regard to the resources, experience and competence of the Applicant.

6. My/ our offer shall not be considered in case of fake/ forged document(s) found during verification at any stage or at any stage of contract. I/ We are agreed to whatever action (s) taken by competent authority of corporation in the aforesaid circumstances such as forfeiture of security deposit and debarring from participation in future tenders for the period/ years as deemed fit by the corporation and informing the same to all other state/ central level Government/ semi government organizations.

Signed by the Authorized Signatory of the firm

Title of the office:

Name of the firm:

Date:



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TQ\_7: Details of experience

Date: dd/mm/yyyy

Τo,

Municipal Commissioner, Ahmedabad

Municipal Corporation, Sardar Patel

Bhavan, Danapith,

Ahmedabad – 380001

# Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP for Selection of Consultant for the Geospatial Technology Consultancy Work and Setting a GIS Cell at Ahmedabad Municipal Corporation (AMC)

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

Assignment Name:	
Location:	Approx. Value of Services:
Name of Client:	Duration of assignment (months):
Client Contact Person, Title/Designation,	Total No. of Beneficiary from the
Tel. No./Address:	system:
Start date (month/year):	Total No of client end users:
Completion date (month/year):	No. of professional staff-months provided by your firm/organization for the proposed Solution:
Description of Project:	
Description of Actual Services provided:	
Mandatory Supporting Documents:	
Work order / Contract for the project/ Purchase Order	
Client Certificate giving present status of the project and view of the quality of services by the SI	

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



# Yours Sincerely,

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



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# TQ\_8: Technical Proposal

S.No.	Chapters of Technical Proposal	Description
Chapte	r 1: About bidder	
1.1		
1.2		
1.3		
1.4		
1.5		
1.6		
Chapte	r 2: Understanding of Scope of Work and Approach for Imp	plementation
2.1		
2.2		
2.3		
2.4		
2.5		
2.6		
2.7		
2.8		
2.9		
2.10		
2.11		
2.12		
Chapte	r 3: Approach & Methodology for Deliverables	
3.1		
3.2		
3.3		
3.4		
3.5		



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Chapter 4: Expectation from Authority	
Chapter 5: Annexures	



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# TQ\_9: Curriculum Vitae (CV) of Project Team

S.No.	Details	Response
1	Proposed Position & Skill Set	
2	Name of Firm	
3	Name of Staff [Insert full name]	
4	Date of Birth	
5	Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]	
6	Membership of Professional Associations / Societies	
7	Summary of key Training and Certifications	
8	Countries of Work Experience: [List countries where staff has worked in the last ten years]	
9	Language Proficiency	(Read/Write/Speak) - (Excellent/Good/Fair)
10	Number of years of experience	
	Employment Record	From [Year]: To
11	[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment as per format	[Year]: Employer: Positions held:
	provided]	
12	Detailed Tasks Assigned [List all tasks to be performed under this assignment]	
	Highlights of assignments handled and significant accomplishments. [Among the assignments in which the staff has been involved, indicate the following	Name of assignment or project: Year:
13	information for those assignments that best illustrate staff capability to handle the tasks listed under point	Location:
	12.]	Main project features:



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	Positions held:
	Activities performed:

SIGNATURE: .....

DATE OF SGNING: Day Month Year



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TQ 10: Bank Guarantee format

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

IN CONSIDERATION OF ...... Through .....

- 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 AMC of all sum of money, losses, damages, costs, charges, penalties and expenses that may become due or payable to AMC 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.

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 AMC are fully paid under or by virtue of the said AGREEMENT and its claims satisfied or discharged and till AMC 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
  - any arrangement entered into between AMC 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.
- We shall not revoke this guarantee during its currency except with the previous consent of AMC 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 AMC certifies that the terms and conditions of the said AGREEMENT have been fully and properly carried out by the Company.
- g) AMC 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 AMC 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 AMC 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 Ahmedabad 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	 	



# 12. Annexure B: Agreement Format

ANNEXURE: Undertaking

(The Undertaking as per following format on non-judicial stamp paper of Rs. 100/- is to be furnished by selected vendor / successful bidder when asked by AMC after opening of tenders/Price bid.)

**Name of Work:** Selection of Bidder for RFP for Selection of Consultant for the Geospatial Technology Consultancy Work and Setting a GIS Cell at Ahmedabad Municipal Corporation (AMC).

Ref: Tender Notice No. \_\_\_\_\_

**Respected Sir** 

We had participated for the above-mentioned work and we were qualified for the Criteria mentioned in the subjected works tender.

Upon asked by AMC, we hereby give our consent with this undertaking to carry out and execute the works for the Geospatial Technology Consultancy Work and Setting a GIS Cell at Ahmedabad Municipal Corporation (AMC).

in Ahmedabad city, if the same is awarded to \_\_\_\_\_ above/below the estimated rates.

We hereby agree and abide ourselves and assure AMC that we will not deny to carry out and execute the work if the same is awarded to us by the competent authority of AMC at above mentioned rates and terms mentioned in the subjected work's tender, failing which, competent authority of AMC may take penalty actions like disqualifying or debarring us for future works of AMC for the period as decided by AMC upon their discretion, or any other action as decided by competent authority of AMC.

This undertaking will remain in force up to .....

Sign and Stamp of Selected vendor / Successful Bidder.



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#### **ANNEXURE: Master Service Agreement**

(To be printed on Rs. 100/- Stamp Paper)

This AGREEMENT is made at \_\_\_\_\_, Ahmedabad, Gujarat on this \_\_\_\_ day of \_\_\_\_, \_\_\_,

BETWEEN

------, hereinafter referred to as "Client", or "AMC" (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 or partnership firm registered under Indian Partnership Act 1932 or Proprietary Firm having its registered office at ------, hereinafter referred to as "Service Provider" or "SP" or "Vendor" or "Bidder" or "Consultant", (which expression unless repugnant to the context therein, shall include its successors, administrators, executors and permitted assignees), of the SECOND PART.

Whereas AMC has envisaged the Selection of Bidder for (Hereinafter referred to as the "**Project**"); and whereas AMC published the RFP for Selection of Consultant for the Geospatial Technology Consultancy Work and Setting a GIS Cell at Ahmedabad Municipal Corporation (AMC);

And wherea	s M/s.	 has	submitted	its	proposal	for
<i>u</i>		 	";			

AND whereas AMC 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 AMC 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) "AMC" means Ahmedabad Municipal Corporation;
- (b) "Contract" means this Agreement entered into between AMC and the Bidder including all attachments and annexure thereto and all documents incorporated by reference therein;
- (c) "Bidder" means M/s. ----- interchangeably referred to as "Bidder" in the contract; and



- (d) "RFP" means the Tender Published by AMC (Ref. No. -----) and the subsequent Corrigenda / Clarifications issued.
- (e) "Go Live or successful completion of implementation of the project" date means the day after the date on which the proposed project stream becomes operational after successful conclusion of all acceptance tests to the satisfaction of AMC.
- (f) "Deliverable" means any action / output generated by the Bidder while discharging their contractual obligations. This would include information and all the other services rendered as per the scope of work.
- (g) "Assets" refer to all the hardware / Software / furniture / data / documentations / manuals / catalogs / brochures / or any other material procured, created or utilized by the Bidder for this 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 Service Provider (hereby annexed as Annexure I)
- Detail Commercial proposal of the Service Provider accepted by AMC (hereby annexed as Annexure II)
- Clarification & Corrigendum Documents published by AMC subsequent to the RFP for this work (hereby annexed as Annexure III)
- RFP Document of AMC for this work (hereby annexed as Annexure IV)
- Lol issued by the AMC to the successful bidder (hereby annexed as Annexure V); and
- Successful bidder's "Technical Proposal" and "Commercial Proposal" submitted in response to the RFP (hereby annexed as **Annexure VI**).
- Payment Terms (hereby annexed as Annexure VII).

# **3.** Term of the Agreement

The term of this agreement shall be a period of \_\_\_\_years (inclusive \_\_\_\_years of warranty).

In the event of implementation period getting extended beyond implementation timelines, for reasons not attributable to the Service Provider, AMC reserves the right to extend the term of the Agreement by corresponding period to allow validity of contract for \_\_\_ years post \_\_\_\_ months of successful running of complete network. (Note: Delay caused due to any reason not in control of the *Bidder* could not be attributed to the project period.)

AMC also reserves the right to extend the contract at its sole discretion for additional duration, beyond the 5 years of post-implementation period. Terms and conditions of such an extension shall be prepared by AMC and finalized in mutual discussion with the *Bidder*.

# 4. Payment Schedule & Milestone

The Payment Schedule & Milestone is as per the RFP and subsequent Addendum & Corrigendum released, if any. The same will form as Annexure of the Contract

# 5. Scope Extension



AMC reserves right to extend the scope of services for the price & timelines as given in Annexure I & Annexure to this Agreement.

#### 6. Use & Acquisition of Assets during the term

Service Provider shall

- take all reasonable & 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 bidder 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 / catalogs / brochures / or any other material procured, created or utilized by the *Bidder* or AMCs or AMC) in proportion to their use & 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 AMC however, the Service Provider would be custodian of the same during the entire contract period including O & M and would take care of all damage, insurance, theft etc.
- Maintain sufficient spare inventory at all times, for all items of importance;
- keep all the tangible Assets in good & serviceable condition (reasonable wear & tear excepted) &/or the intangible Assets suitably upgraded subject to the relevant standards as stated in of the RFP
- ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets & which are provided to the bidder will be followed by the Bidder & 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 & notified to the bidder 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 & 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 bidder, keep the Assets suitably housed & in conformity with any statutory requirements from time to time applicable to them,
- Provide and facilitate access to AMC/AMC 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;
- Obtain a sign off from AMC or its nominated agencies at each stage as is essential to close each of the above considerations.

Ownership of the Assets shall vest with AMC on Go Live of the project. Ownership of any asset, created during the contractual period after go Live, shall also vest with AMC upon creation of such asset. Bidder shall not use AMC data to provide services for the benefit of any third party, as a service bureau or in any other manner. If damage to the assets is found unacceptable to the AMC, then corresponding penalty/liquidated damages shall be recovered from Bidder from the fees payable.

# 7. 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 AMC, 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. AMC will not take responsibility towards this. However, AMC may provide necessary assistance, wherever possible, in this regard.

#### 8. Site visit and verification of information

Bidders are encouraged to submit their respective Bids after doing a thorough survey of project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

It shall be deemed that by submitting a Bid, the Bidder has made a complete and careful examination of the Bidding Documents;

- received all relevant information requested from the Authority
- accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters;
- satisfied itself about all matters, things and information including matters herein above necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire
- acknowledged that it does not have a Conflict of Interest; and agreed to be bound by the undertakings provided by it under and in terms hereof.

#### 9. Taxes

The Prices mentioned in the Price Bid should include all applicable taxes & duties as applicable.

#### GST

GST (Goods & Service Tax) has come in existence from 1st July, 2017. Selected vendor/Successful Bidder is bound to pay any amount GST prescribed by the Govt. of India as per the terms of Contract agreed upon during the course of execution of this Contract.

During the course of execution of Contract, if there is any change in Rate of GST (Goods & Service Tax) by the Government, the same shall be reimbursed/recovered separately by AMC, subject to the submission of Original Receipt/Proof for the amounts actually remitted by the Successful Tendered/Selected vendor to the Competent Authority along with a Certificate from Chartered Accountant of Selected vendor/Successful bidder certifying that the amount of GST paid to the Government and the same shall be intimated/submitted/claimed within 30 (Thirty) Days from the date of payment. Remittance of GST within stipulated period shall be the sole responsibility of the Successful bidder/selected vendor, failing which, AMC may recover the amount due, from any other payable dues with AMC and decision of AMC shall be final and binding on the Selected vendor/Successful Bidder in this regard. Further the non- payment of GST to the Government may lead to the termination of contract and forfeiture of Security Deposit/Performance Guarantee Amount.

If imposition of any other new Taxes/Duties/Levies/Cess or any other incidentals etc. or any increase in the existing Taxes/Duties/Levies/Cess or any other incidentals etc. (excluding GST) are imposed during the course of the contract, the same shall be borne by the Selected vendor/Successful Bidder



Only, in no case AMC shall be liable for the same.

#### a) Firm Prices and Bid Currency

Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. Prices shall be expressed in Indian Rupees (INR) only.

#### b) Right to vary the scope of the work at the time of award

AMC reserves its right to make changes to the scope of the work at the time of execution of the resultant Agreement. If any such change causes an increase or decrease in the cost of, or the time required for the SI's performance of any part of the work under the Agreement, whether changed or not changed by the order, an equitable adjustment (if required) shall be made in the Contract Value or time schedule, or both, and the Agreement shall accordingly be amended. Any claims by the bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the SI's receipt of the AMC changed order.

#### c) Modification or Withdrawal of Bids

A Bidder wishing to withdraw its bid shall notify AMC by e-mail prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by electronic means such as e-mail, but it must be followed by a signed confirmation copy, postmarked at least one day prior the deadline for submission of bids.

The notice of withdrawal shall:

Be addressed to AMC at the address named in the bid Data Sheet,

Bear the Contract name, the <Title> and < bid No.>, and the words "bid Withdrawal Notice."

Bid withdrawal notices received after the bid submission deadline shall be ignored, and the submitted bid shall be deemed to be a validly submitted bid.

No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the specified bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's EMD.

#### **10.** Work Order/ Purchase Order

For all installations to be carried out in the AMC/AMC under this contract, the contract will be signed with AMC and the work order will be issued by the AMC.

#### d) Validity Period of the Contract

Upon selection of the bidder and the contract is made, the validity of the Bidder contract period would be valid till 3 Years+ extension, unless revoked for whatever reasons. If at any stage during the tenure of the period, it comes to the notice of AMC, directly or through some other complaint, that the Bidder had misinterpreted the facts or submitted any false information or hidden any information, which could have affected the signing of this agreement with the Bidder, this agreement shall stand terminated immediately under intimation to the Bidder.

The contract would be subjected to review at the end of its validity period for renewal. If any need, necessities for such review during the validity period would be considered by AMC on its merit.

#### e) Quantity variation

The quantity mentioned in the Commercial Bid format is only for indicative in nature. The actual quantity depends on the actual site survey conducted by the bidder and after same is approved by AMC for installations at various locations.

#### f) Price Variation

During the validity of the contract including the extended period if any, if the Bidder supplied any item included in BoM of this RFP to any other department / organization / individual at a price lower than the price fixed in the contract, the bidder must voluntarily pass on the price difference with



immediate effect.

#### g) Governing Law

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

#### 11. Force Majeure

In the event that any Damages to items due to Vandalism (physical Majeure attack by public, tampering of equipment by AMC 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 AMC. In such case, AMC shall request the successful Bidder to repair/replace the damaged unit and reinstall the same. All costs towards the same shall be reimbursed by AMC to the successful Bidder less of insurance proceeds if need of replacement so arise then replacement shall be on tender rates only.

The Service Provider shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that it's 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 Service Provider , not involving the Service Provider 's fault or negligence and not foreseeable. Such events may include Acts of God & acts of Government of India in their sovereign capacity.

For the Bidder to take benefit of this clause it is a condition precedent that the Bidder must promptly notify the AMC, in writing of such conditions and the cause thereof within 2 calendar days of the Force Majeure event arising. AMC, or the consultant / committee appointed by the AMC shall study the submission of the Bidder and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by the AMC in writing, the Bidder 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, AMC and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of the AMC shall be final and binding on the Bidder

The Bidder shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that it's 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 Bidder, not involving the Bidder's fault or negligence and not foreseeable. Such events may include Acts of God & acts of Government of India in their sovereign capacity.

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, AMC and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

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

#### 12. Safety Regulation, Accident and Damage



The Bidder shall be responsible at his own cost in and relative to performance of the work and bidder to observe and to ensure observance by his Sub-selected vendors, agents and servants of the provisions of Safety Code as hereinafter appearing and all fire, Safety and security regulations as may be prescribed by the Owner from time to time and such other Precautions, measures as shall be necessary and shall employ / deploy all equipment necessary to protect all works, materials, properties, structures, equipments, installations, communications and facilities whatsoever from damage, loss or other hazard whatsoever (including but not limited to fire and explosion) and shall during construction and other operations minimize the disturbance and inconvenience to the Owner, other bidders, the public and adjoining land and property owners and occupiers, and crops, trees and vegetation and shall indemnify and keep indemnified the One from and against all losses and damages and costs, charges and expenses and penalties, actions, claims, demands and proceedings whatsoever suffered or incurred by or against the Owner, as the case may be, virtue of any loss, alteration, displacement, disturbance or destruction or accident to any works materials, properties, structures, equipments, installations communications and facilities and land and property owners and occupiers and crops, trees and vegetation as aforesaid, with the intent that the Bidder shall be exclusively responsible for any accident, loss, damage, alteration, displacement, disturbance or destruction as aforesaid resultant directly or indirectly from any breach by the Bidder of his obligation aforesaid or upon any operation, act or omission of the bidder his Sub-selected vendor(s) or agent(s) or servant(s).

The Bidder's liabilities under Clause (a) and otherwise under the Contract shall remain unimpaired notwithstanding the existence of any storage cum erection or other insurance covering any risk, damage, loss or liability for which the Bidder is liable to the Owner in terms of the foregoing Sub-Clause or otherwise and / or in respect of which the Bidder has indemnified the Owner with the intent that notwithstanding the existence of such insurance, the Bidder shall be and remain fully liable for all liabilities and obligations under the contract and indemnified to the Owner, and the Owner shall not be obliged to seek recourse under such policy(ies) in preference to recourse against the Bidder or otherwise to exhaust any other remedy in preference to the remedies available to in under the Contract prior written approval of AMC. However, even if the work is sub-contracted / outsourced, the sole responsibility of the work shall lie with the bidder. The bidder shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to AMC.

#### 13. Resolution of Dispute

The AMC and the Bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the AMC/AMC and the Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the AMC and the other to be nominated by the Bidder. 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. The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Ahmedabad. 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.

If the Bidder doesn't agree with the opinion of the CEO, AMC, matter shall be referred to two Arbitrators:



one Arbitrator to be nominated by AMC/ AMC and the other one to be nominated by the Bidder. 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 Ahmedabad.

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.

#### 14. Documentation of Project Outcomes

The vendor shall be responsible for project documentation including case study, impact assessment report, success report, explanatory video and stakeholder benefit video, training material with project brief ppts (detail of requirement is mentioned in scope of Work section). This will help in educating project stakeholders about functions and benefit of the project. Also such material will be helpful in replicating the projects at other locations and submitting the documentation at national and international forum.

#### **15.** Indemnity

The Service Provider agrees to indemnify and hold harmless AMC 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 Bidder or
- ii. The failure by the Service Provider 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 Service Provider. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created Service Provider pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by Service Provider or sub-selected vendors pursuant to this Agreement, or the PERFORMANCE STANDARDSs (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 Service Provider or its sub-selected vendors; (B) Third Parties (i.e., other than Service Provider or sub-selected vendors) at the direction of AMC, or
- iii. any compensation / claim or proceeding by any third party against AMC arising out of any act, deed or omission by the Service Provider or
- iv. Claim filed by a workman or employee engaged by the Service Provider 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.

## 16. Limitation of Liability towards AMC

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

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

## **17.** Fraud and Corruption

AMC requires that Bidder must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, AMC 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 AMC 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 AMC, 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 AMC 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 in the contract.
- 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 Bidder has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, it will be a sufficient ground for AMC for termination of the contract and initiate black-listing of the vendor.

#### 18. 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 Bidder. The exit management period ends on the date agreed upon by the AMC or Six months after the beginning of the exit management period, whichever is earlier.



#### (ii) 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 AMC/ AMC, 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, AMC/ AMC, 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 AMC/ AMC, or any Replacing Vendor.

#### (iii) Exit Management Plan

Successful Bidder shall provide AMC/ AMC 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 PERFORMANCE STANDARDS as a whole and in relation to the Project Implementation, the Operation and Management PERFORMANCE STANDARDS 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;
- 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) Plans for provision of contingent support to the Surveillance Project and Replacement Vendor for a reasonable period (minimum one month) after transfer.
- d) Successful Bidder shall re-draft the Exit Management Plan annually to ensure that it is kept relevant and up to date.
- e) Each Exit Management Plan shall be presented by the Successful Bidder to and approved by AMC or its nominated agencies.
- f) 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.
- g) During the exit management period, the Successful Bidder shall use its best efforts to deliver the services.
- h) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

#### a) Standards of Performance

The Bidder 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 Bidder shall always act in respect of any matter relating to this contract. The Bidder shall abide by all the provisions/Acts/Rules/Regulations, Standing orders, etc. of Information Technology as prevalent in the country.

The Bidder shall also conform to the standards laid down by AMC or AMC or Government of Gujarat or Government of India from time to time.



#### b) Sub Contracts

Sub-contracting / out sourcing would be allowed after approval of AMC.

The bidder is expected to provide details of the sub-selected vendors for the work which is allowed as mentioned in the clause. Use of personnel not on payroll of the Bidder shall be considered as sub-contracting. The Bidder shall solely responsible for the work carried out by subcontracting under the contract. Bidder shall be the sole point of contact for the entire project throughout the project period.

#### c) Compliance with Labor regulations

The Bidder 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 *Labor* Act 1970.

#### d) 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.

#### e) Performance Guarantee

The Bidder shall submit performance guarantee which is unconditional & irrevocable bank guarantee equal to an amount equivalent of 5% of the Project cost. The performance bank guarantee shall be from bank as per Annexure: BANK LIST in favor of "\_\_\_\_\_\_". The performance guarantee shall be valid for the term agreement & shall be renewed & maintained by the Bidder for the term of the agreement & extension, if any. The performance guarantee shall be forfeited / liquidated by the AMC as a penalty in the event of failure to complete obligations or breach of any of the conditions by the Bidder.

#### f) Personnel/Employees

- i. Personnel/employees assigned by Service Provider to perform the services shall be employees of Service Provider or its sub-selected vendors, & under no circumstances will such personnel be considered as employees of AMC. Service Provider 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 AMC shall not be responsible for the above issues concerning to personnel of Service Provider.
- ii. Service Provider shall use its best efforts to ensure that sufficient Service Provider personnel are employed to perform the Services, & that, such personnel have appropriate qualifications to perform the Services.
- iii. Each Party shall be responsible for the performance of all its obligations under this Agreement & shall be liable for the acts & omissions of its employees & agents in connection



#### therewith.

#### g) Variations & Further Assurance

- a. No amendment, variation or other change to this Agreement or the PERFORMANCE STANDARDSs shall be valid unless made in writing & signed by the duly authorized representatives of the Parties to this Agreement.
- b. Each Party to this Agreement or the PERFORMANCE STANDARDSs 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 PERFORMANCE STANDARDS.

#### h) Severability & Waiver

- a) if any provision of this Agreement or the PERFORMANCE STANDARDSs, 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 PERFORMANCE STANDARDSs or the remainder of the provisions in question which shall remain in full force & 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 & no delay in exercising or enforcing on the part of either Party to this Agreement or the PERFORMANCE STANDARDSs of any right, remedy or provision of this Agreement or the PERFORMANCE STANDARDSs 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.

#### i) Entire Agreement

This agreement, the PERFORMANCE STANDARDSs & all schedules appended thereto & the contents of the RFP subsequent corrigenda issued thereon & clarification (undertakings) accepted by the AMC constitute the entire agreement between the Parties with respect to their subject matter.

#### 19. 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 and enactment made from time to time concerning such commercial dealings/processing. All legal disputes are subject to the jurisdiction of Ahmedabad 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

Ву -----

-----,

For and on behalf of the AMC. Ahmedabad

Signed, sealed and delivered

Ву -----

For and on behalf of the "Service Provider",

-----

Witnesses:

(1)

(2)

#### Attachments to the Agreement:

- 1) Scope of Services for the Service Provider
- 2) Detail Commercial proposal of the Service Provider accepted by AMC
- 3) Corrigendum Document published by AMC subsequent to the RFP for this work
- 4) RFP Document of AMC for this work
- 5) Lol issued by the AMC to the successful bidder
- 6) The successful bidder's "Technical Proposal" and "Commercial Proposal" submitted in response to the RFP
- 7) Payment Schedule and Milestones



## ANNEXURE – Bank List

A. Guarantees issued by following banks will be accepted as SD/EMD on permanent basis.

All nationalized Banks

B. Guarantees issued by following banks will be accepted as SD/EMD for the period up to March- 31, 2022. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

Commercial Banks:-

- 1. RBL Bank
- 2. Axis Bank
- 3. ICICI Bank
- 4. HDFC Bank
- 5. Kotak Mahindra Bank
- 6. IndusInd Bank
- 7. DCB Bank
- 8. Tamilnadu Mercantile Bank
- 9. Ujjivan Small Finance Bank
- 10. A U Small Finance Bank
- 11. Federal Bank
- 12. Equitas Small Finance Bank
- 13. Bandhan Bank
- 14. Standard Chartered Bank
- 15. City Union Bank
- Co-operative and Rural Banks Of Gujarat :-
- 1. The Mehsana Urban Co-operative Bank Ltd
- 2. The Ahmedabad Mercantile Co-Operative Bank Ltd
- 3. Nutan nagrik Sahakari Bank Ltd
- 4. The Kalupur Commerical Co-operative Bank Ltd
- 5. Rajkot Nagarik Sahakari Bank Limited
- 6. The Gujarat State Co-Operative Bank
- 7. Sarswat Bank
- 8. Saurashtra Gramin Bank



# ANNEXURE – Bank Detail Form



# **Amdavad Municipal Corporation**

Party / Contractor / Service Provider's Enrollment Form

Party Code	
(for Office Use Only)	
AMC Reg. No.	
-	
<b>Registration Class</b>	
Full name (Owner)	
Full hame (Owner)	
Full Name (Company)	
Present Address	
City	
Stata	
State	
Permanent Address	
City	
Que Le	
State	
Telephone (O)	STD Tel. No.
-	Code
Mobile	
Mobile	+ 9 1
eMail ID - 1	
eMail ID – 2	
emaii ID – 2	
- 40	
Type of Company (Tick Wherever	CompanyIndividualPartnershipHUFFirmOthers (Pls. Specify)
Applicable)	Cuters (Fis. specify)
and the second	
	Page <b>70</b> of
NE & 1829	

PAN No.									
TIN No.									
GST No.									
PEC No.									
PRC No.									
P.F. Reg. No.									
E.S.I. No.									

# Bank Account Detail

Bank Name & BRANCH	A/C TYPE	Account No.	MICR No.	NEFT/RTGS No.

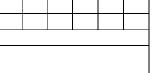
# Name & Signature of Applicant with Seal

# FOR OFFICE USE ONLY

ENTER BY				
EMP. NO.				
DATE				
DEPARTMENT	I			
SIGN	OF			
EMPLOYEE				

VE	RIFY	BY BY		





# **IMPORTANT INSTRUCTION**

1	Form to be Filled in BLOCK LETTERS ONLY.
2	ALL DATES SHOULD BE IN "DDMMYY" FORMAT
3	Please provide copy of Bank Account's Pass Book with sign & seal of company or Cancelled Cheque
4	Please provide copy of PAN No. & GST Registration Form with sign & seal of company
5	Please provide copy of E.S.I. No. & P.F. No. IF APPLICABLE with sign & seal of company
6	Please provide Documents Related to type of Company if Pvt. Ltd. submit company memorandum copy
For more information e-mail us at <u>egovtender@ahmedabadcity.gov.in</u> OR contact E-Governance	
Department	

