



KIIFCON Pvt Ltd
National Competitive Bidding

Volume I: Instruction to Bidders

For the
**Selection of Service Provider for the Implementation of
Geospatial Management Information System including GIS &
3D Digital Twin Generation, LiDAR Survey, Base Map
Generation, Multi-Purpose Household Survey, Web GIS
Development of 66 wards for Kochi Municipal Corporation**

Issued: 15th March 2024

Director (Projects & Engineering)
KIIFCON Pvt Ltd
7th Floor, Felicity Square,
Opp. AG's Office, MG Road, Near Statue,
Thiruvananthapuram – 695 001, India
E-mail: kiifcon@kiifb.org
Website: <https://www.kiifcon.com>

NOTICE INVITING TENDER (NIT)

NIT No. KIIFCON/GIS/RFP/01

Issued Date: 15.03.2024.

KIIFCON on behalf of Cochin smart Mission Limited invites online bids from eligible bidders for “**Selection of Service Provider for the Implementation of Geospatial Management Information System including GIS & 3D Digital Twin Generation, LiDAR Survey, Base Map Generation, Multi-Purpose Household Survey, Web GIS Development of 66 wards for Kochi Municipal Corporation.**” under the Smart Cities Mission Program of Government of India as per details given below:

The tender details are as under:

S. No.	Particulars	Details
1.	Name of Work	Selection of Service Provider for the Implementation of Geospatial Management Information System including GIS & 3D Digital Twin Generation, LiDAR Survey, Base Map Generation, Multi-Purpose Household Survey, Web GIS Development of 66 wards for Kochi Municipal Corporation
2.	Location of Work	Kochi Municipal Corporation
3.	Brief description of work	Selection of Service Provider for the Implementation of Geospatial Management Information System including GIS & 3D Digital Twin Generation, LiDAR Survey, Base Map Generation, Multi-Purpose Household Survey, Web GIS Development of 66 wards for Kochi Municipal Corporation
4.	Duration of Completion of Work	6 months from signing the contract.
5.	Bid Validity period	120 days from the due date for submission of tenders (or such extended date).
6.	Bid submission Fee	Tender Fee Rs 15,000/- plus Rs. 2700/- (GST) = Rs. 17,700/- (Rupees Seventeen thousand Seven hundred only) (Non-Refundable) to be paid through online e-Tendering Payment Gateway <u>(https://etenders.kerala.gov.in) only.</u>
7.	Earnest Money Deposit (EMD)	Rs. 5,00,000/- (Rupees Five Lakhs only) (Refundable) to be paid through online e-Tendering Payment Gateway <u>(https://etenders.kerala.gov.in) only.</u>
8.	Classification of Contractor	As per eligibility criteria in RFP.
9.	Mode of selection of Contractor	QCBS
10.	RFP documents to be downloaded from (Date)	16/03/2024; 1000 Hrs IST
11.	Publishing Date	16/03/2024; 1000 Hrs IST
12.	RFP Sale Start Date	16/03/2024; 1000 Hrs IST
13.	RFP Sale End Date	06/04/2024; 1730 Hrs IST
14.	Last Date and time for receipt of Pre-bid queries	25/03/2024; 1730 Hrs IST

15.	Pre-Bid Conference	Pre-Bid Conference to be held. 26/03/2024: 15:00 Hrs IST
16.	RFP Online Submission End Date	06/04/2024; 1730 Hrs IST
17.	Last Date for Submission of Physical Copies of Required Documents	08/04/2024; 1500 Hrs IST
18.	Opening of Technical Bid	08/04/2024; 1700 Hrs IST
19.	Declaration of Results of Technical Evaluation on website	To be intimated later
20.	Date & Time of Opening Price Bid	To be intimated later to technically shortlisted bidders
21.	Issue of LoA to the Selected Bidder (System Integrator)	To be intimated later
22.	Websites for Download of Tender Document	https://etenders.kerala.gov.in/nicgep/app and https://Kiifcon.co.in/ (Under Cochin Smart Mission Limited)
23	Website for Online tender submission	https://etenders.kerala.gov.in/nicgep/app
23	Office Address	Director (Projects & Engineering) KIIFCON Pvt. Ltd., 7th Floor, Felicity Square, Statue, MG Road, Thiruvananthapuram, Kerala – 682017, India E-mail: kiifcon@kiifb.org Website: https://www.kiifcon.com

E-Bidding Submission Guidelines

1. Bid documents including the Bill of Quantities (BoQ) can be downloaded free of cost from the Website <https://Kiifcon.co.in/> and <https://etenders.kerala.gov.in/>. All bid documents are to be submitted in online mode on Kerala Government e-Tender platform <http://etenders.kerala.gov.in> by the due date and time, as specified in the NIT. Tender/ bids shall be accepted only through online mode on the designated website address.
2. Late Bids will not be accepted; online submission due time will be as per local server time. The bid submission fee and Earnest Money Deposit (EMD) shall be remitted online during the time of bid submission.
3. The Price Bid also shall be submitted online only.
4. Details regarding remittance of Bid Submission Fee and Bid Security, bid preparation and submission are mentioned in the bid document.
5. The bids shall be opened online at the office of the Kiifcon in the presence of the authorized

representatives of the Bidders, who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at the same time and place.

6. Tenders/bids received online without the details mentioned in Instructions to the Bidders will not be considered and shall be summarily rejected.
7. Online Tenders/ bids are to be accompanied with a preliminary agreement executed in Kerala stamp paper worth Rs. 200/--. A format for Preliminary agreement is given in this Bid document.
8. More details can be had from the office of the 'Cochin Smart Mission Limited' during working hours 10 am to 5 pm IST till pre-bid query date. All other existing conditions related to bidding in force in the Kerala Govt. The Information Technology department will be applicable in this tender also unless expressly defined in the bidding document.
9. The Kiifcon shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.
10. Details required for e-payment (Details of bank account having core banking facility and email address of the contractor) shall be furnished along with the tender. Tenders not accompanied by these details will be rejected. All subsequent government orders (Government of Kerala and Govt. of India) connected to tenders and any revision in the rates of taxes would also be applicable to this tender.
11. The Cochin Smart Mission Limited reserves the right to accept or reject any or all tenders without assigning any reason thereof.

Signature and seal of Authority
Director (Projects & Engineering),
KIIFCON Pvt Ltd
7th Floor, Felicity Square,
Opp. AG's Office, MG Road, Near Statue,
Thiruvananthapuram – 695 001, India

DISCLAIMER

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

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

Information provided in this Tender document to the Bidder 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. KIIFCON accepts no responsibility for the accuracy or otherwise for any interpretation of opinion on law expressed herein. KIIFCON and their employees and advisors make no representation or warranty and shall incur no liability to any person, including the Bidder 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. KIIFCON 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. KIIFCON 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 Tender document does not imply that KIIFCON is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter), for implementation and KIIFCON reserves.

The right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by KIIFCON or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and KIIFCON shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and KIIFCON shall not be liable in any whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Select

Contents

1	Introduction.....	9
1.1	A. About the CSML	9
1.1	B. About the KIIFCON	9
1.2	RFP Format	9
1.3	Factsheet.....	10
1.4	Definition of Terms.....	11
1.5	Acronyms	13
2	Instructions to Bidders.....	16
2.1	General.....	16
2.2	Eligible Bidders.....	16
2.3	Compliant Bids/Completeness of Response.....	17
2.4	Bidder to Inform.....	17
2.5	Bid Preparation costs.....	17
2.6	Pre-bid meeting & Clarification	17
2.6.1	Bidders Queries.....	17
2.6.2	Responses to Pre-Bid Queries and Issue of Corrigendum.....	18
2.7	RFP Document Fee.....	19
2.8	Earnest Money Deposit (EMD).....	19
2.9	Bid Validity Period.....	20
2.10	Contents of Bid	20
2.11	Bid Formats	22
2.11.1	Pre-Qualification Bid Format	22
2.11.2	Technical Bid Format.....	23
2.11.3	Commercial Bid Format	24
2.12	Language	24
2.13	Authentication of Bids.....	24
2.14	Amendment of Request for Proposal.....	24
2.15	Bid Price	24
2.16	Deviations and Exclusions	25
2.17	Total Responsibility	25
2.18	Late Bids	25
2.19	Right to Terminate the Process	25
2.20	Non-Conforming bids.....	25
2.21	Acceptance/Rejection of Bids	26
2.22	Confidentiality	26
2.23	Disqualification.....	26
2.24	Data Updation Support.....	27
2.24.1	Initial Composition; Full Time Obligation; Continuity of Personnel	27
2.24.2	Evaluations.....	27
2.25	Fraud and Corrupt Practices.....	27

2.26	Conflict of Interest	28
2.27	Quality Standards and pre-eligibility OEM Criteria	29
2.28	Right to vary quantity	29
2.29	Withdrawal, Substitution, and Modification of Bids	29
2.30	Site Visit	30
3	Selection Process for Bidder	30
3.1	Opening of Bids	30
3.2	Preliminary Examination of Bids	30
3.3	Clarification on Bids	31
3.4	Evaluation Process	31
3.4.1	Stage 1: Pre-Qualification	31
3.4.2	Stage 2: Technical Evaluation	32
3.4.3	Stage 3: Commercial Evaluation	32
3.5	Pre-Qualification Criteria	33
3.6	Technical Evaluation Framework/Matrix	38
3.7	Team Evaluation (Data updation support stage)	40
4	Award of Contract	41
4.1	Notification of Award	41
4.2	Signing of Contract	41
4.3	Performance Bank Guarantee (PBG)	41
4.4	Warranty & Maintenance	41
4.5	Failure to agree with the Terms & Conditions of the RFP	42
4.6	Arbitration post signing of contract	43
5	Annexure 1 – Template for Pre-Bid Queries	44
6	Annexure 2 – Formats for Submission of the Pre-Qualification Bid	44
6.1	Pre-qualification bid checklist	44
6.2	Pre-qualification covering letter	46
6.3	Company profile	48
6.4	Declaration for Consortium Member	50
6.5	No Deviation Certificate	51
6.6	Total Responsibility Certificate	52
6.7	Self-certificate for Project execution experience (In Bidding Entity's Letterhead)	53
7	Annexure 3 – Formats for Submission of the Technical Bid	54
7.1	Technical Bid Check-List	54
7.2	Technical Bid Covering Letter	55
7.3	Credential Summary	57
7.4	Bidder's Experience - Client Citations	58
7.5	Overview of Proposed Solution	59
7.5.1	Structure of Proposed Solution	59
7.5.2	Project Plan	59
7.5.3	Manpower Plan	60
7.6	Curriculum Vitae (CV) of Team Members (For data updation Stage)	61
7.7	Relevant Work Undertaken that best illustrates the experience as required for the Role	62

7.8	Compliance to Requirement (Technical / Functional Specifications)	63
7.9	Proposed Bill of Material	63
7.10	Manufacturers'/Producers' Authorization Form	64
7.11	Anti-Collusion Certificate	65
8	Annexure 5 (a) - Performance Bank Guarantee	66
9	Annexure 5 (b) - Bank Guarantee for Earnest Money Deposit	68
10	Annexure 6 - Non-Disclosure Agreement	70
11	Annexure 7 - Consortium Agreement	73
12	Annexure 8 - Format for Power of Attorney to Authorize Signatory	76
13	Annexure 9 - Format for Power of Attorney for Lead bidder of Consortium	78

1 Introduction

1.1 A. About the CSML

Cochin Smart Mission Limited (CSML) is the special purpose vehicle created under the for the sole purpose of implementation of the smart city mission at the city level in Cochin to deliver several Pan City and Area Based Development initiatives with a focus on both infrastructure and ICT advancements in the city and at strategic locations.

The projects in the CSML area are focused on the improving the following areas:

- **Infrastructure:** The project in this area focused on improving the roads, bridges, water supply, sewerages and drainage system in the Kochi Corporation area.
- **Public transportation:** The projects in this area are focused on the improving the public transportation system in the Kochi Corporation area. This includes the conception of the new bus stops, bus shelters and footpaths as well as the introduction of bus routes.
- **ICT:** The [project in this area are focused on improving the ICT infrastructure in the Kochi Corporation. This included the installation of WI-FI, Hotspots the development of smart city app and the implementation of a smart traffic management systems
- **Environment:** The projects in this area are focused on improving the environment in the Kochi Cooperation area. This includes the promotion of renewable energy, the development of green spaces and the improvement of waste management systems.

The CSML area is a large ambitious project that is expected to transform Kochi into a smart city in order to improve the quality of life for the citizens of Kochi and make the city more sustained and livable.

1.1 B About the KIIFCON

KIIFCON, is consultancy arm of KIIFB who is the Project Management Consultant for Cochin Smart Mission Limited.

1.2 RFP Format

The intent of this RFP is to invite bids from eligible Bidders for implementation of Geospatial Management Information System including GIS & 3D Digital Twin Generation, LiDAR Survey, Base Map Generation, Multi-Purpose Household Survey, Web GIS Development of 66 wards for Kochi Municipal Corporation. The Request for Proposal (RFP) consists of three volumes as follows:

A. RFP Volume 1: Instruction to Bidders

Volume 1 details the instructions with respect to the bid process management, technical evaluation framework, and the technical & financial forms along with the bid submission guidelines.

B. RFP Volume 2: Scope of work including Functional & Technical Specifications

Volume 2 of the RFP provides information regarding the Project Implementation Plan, business requirements/applications to be covered and corresponding process related documentation, scope of work for the selected bidder and functional requirements

C. RFP Volume 3: Master Service Level Agreement

Volume 3 of the RFP provides information regarding Master Service Level Agreement.

1.3 Factsheet

S No.	Item	Description
1	Method of Selection	<p>The method of selection is QCBS. The weightage given to the Technical and Financial scores will be 70% and 30% respectively. The Contract will be awarded to the bidder scoring maximum marks in technical and financial evaluations as per the qualifying criterion.</p> <p>QCBS evaluation formula: For Quality and Cost based Evaluation (QCBS), the following formula will be used for the evaluation of the bids.</p> <p>The scores will be calculated as: $B_n = 0.7 * T_n + (0.3) * (C_{min} / C_b * 100)$ Where $B_n = \text{overall score of bidder under consideration}$ </p>

2	Availability of RFP Documents	Download from https://etenders.kerala.gov.in/nicgep/app and https://Kiifcon.co.in/ (under KIIFCON)
7	Name and Address for Correspondence/ Bid Opening Venue	Director(Projects and Engineering), KIIFCON Pvt.Ltd. 7th Floor, Felicity Square, Opp. AG's Office, MG Road, Near Statue, Thiruvananthapuram – 695 001, India

1.4 Definition of Terms

- **Agreement/Contract** means; the Contract entered into by the parties with the entire documentation specified in the RFP.
- **Applicable Law(s)** means; any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project.
- **Owner/Client** means; the Kochi Municipal Corporation (KMC). The project shall be executed in Kochi and shall be owned by Kochi Municipal Corporation.
- **Authority:** Cochin Smart Mission Limited created for the sole purpose of implementation of the smart city mission to deliver several Pan City and Area Based Development initiatives with a focus on both infrastructure and ICT advancements in the city and at strategic locations.
- **KIIFCON:** KIIFCON is the Project Management Consultant for Cochin Smart Mission Limited.
- **Contract Value** means; the price payable to the successful bidder under this Contract for the full and proper performance of its contractual obligations
- **Document** means; any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents as per IT Act 2000.
- **Service level agreement (SLA)** is the service level and performance commitment of a Service Provider to KIIFCON that defines the performance output and availability of the deliveries and installations under this RFP Requirements.
- **Consortium** means; the entity named in the contract for any part of the work has been sublet with the consent in writing of the A KIIFCON and the heirs, legal representatives, successors, and assignees of such person.

- **OEM** means; the Original Equipment Manufacturer of any equipment/system/software/product which is providing such goods to the KIIFCON under the scope of the RFP.
- **Go-Live:** Commissioning and acceptance of the Implementation of Geospatial Management Information System including GIS & 3D Digital Twin Generation, LiDAR Survey, Base Map Generation, Multi-Purpose Household Survey, Web GIS Development of 66 wards for Kochi Municipal Corporation .
- **IC4:** Integrated command and control center means the integrated /centralized operation center to implement holistic and integrated solution for multiple (existing and future)IT initiative for the designated authority.
- **Cloud Service Provider:** means an entity responsible to provide cloud based DC,DR and network services infrastructure and business services and computing solutions.
- **Services** mean; the work to be performed by the successful bidder pursuant to the RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the KIIFCON.

1.5 Acronyms

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

FDR	Fixed Deposit Receipt
GCP	Ground Control Point
GIGW	Guidelines for Indian Government Websites
GIS	Geographic Information System
GMT	Greenwich Mean Time
GST	Goods and Service Tax
GoI	Government of India
GoK	Government of Kerala
GPR	Ground Penetrating Radar
GPS	Global Positioning System
HRSI	High Resolution Satellite Imagery
HTML5	Hyper Text Markup Language version 5
H/W	Hardware
IC4	Integrated Command and Control Centre
ICT	Information Communication Technology
ID	Identity
IDC	International Data Corporation
INR	Indian National Rupee
IoT	Internet of Things
IR	Infrared
ISO	International Organization for Standardisation
IT	Information Technology
ITeS	Information Technology Enabled Services
ITIL	Information Technology Infrastructure Library
KMC	Kochi Municipal Corporation
LIDAR	Light Detection and Ranging
LOA	Letter of Award
LLP	Limited Liability Partner
MSL	Mean Sea Level
NCR	National Capital Region
NEFT	National Electronic Fund Transfer
NGO	Non Government Organization
NRSC	National Remote Sensing Centre
NSDI	National Spatial Data Infrastructure
NUIS	National Urban Information System
O&M	Operation and Maintenance
OEM	Original Equipment Manufacturer
OPEX	Operational Expenditure
OS	Operating System
PBG	Performance Bank Guarantee

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

2. Instructions to Bidders

2.1 General

- a) While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s) specifications, Bidders must form their own conclusions about the solution(s) needed to meet the KIIFCON's requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b) All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the KIIFCON on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of KIIFCON. Any notification of preferred bidder status by KIIFCON shall not give rise to any enforceable rights by the Bidder. KIIFCON may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of KIIFCON.
- d) The hard copies in the sealed cover shall be received by the KIIFCON office at the said address before the time and date specified in the schedule of the tender notice. In the event of the specified date for the submission being declared a public holiday by the Government of Kerala, it will be received up to the appointed time on the next working day. The KIIFCON may, at its discretion, extend this deadline for submission by issuing corrigendum. The delayed submission will be rejected.
- e) Telex, cable or facsimile offers will be rejected.

2.2 Eligible Bidders

- The Bidder for participation in the Selection Process should be a single entity or Joint venture consortium to execute the project. The term 'Bidder' used herein would apply to the single Entity or Joint venture consortium.
- The successful Bidder shall be responsible for the project's successful implementation throughout the contract's terms.
- The Bidder shall be fully responsible for the accuracy and veracity of the representations and information submitted from time to time in response to this RFP.
- In the case of a Joint Venture, the JV agreement which include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defect liability obligations.

2.3 Compliant Bids/Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the bid non-compliant and the Bid may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP, in the bid
 - ii. Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP
 - iii. Comply with all requirements as set out within this RFP.

2.4 Bidder to Inform

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFP. If bidder has any doubts/clarifications as to the meaning of any portion of the Conditions or the specifications he shall, before the last date for Submission of Pre-Bid Queries, set forth the particulars thereof and submit them to KIIFCON in writing in order that such doubt may be removed or clarifications are provided.

2.5 Bid Preparation costs

The Bidder shall bear all costs associated with the preparation and submission of its bid, for the purposes of clarification of the bid, if so desired by the KIIFCON.

2.6 Pre-bid meeting & Clarification

2.6.1. Bidders Queries

Any clarification regarding the RFP document and any other item related to this project can be submitted to KIIFCON as per the online submission mode and timelines mentioned in the Bidding Schedule. The pre-bid queries should be submitted in MS excel sheet format, along with name and details of the organization submitting the queries.

KIIFCON shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by KIIFCON. Bidders must submit their queries as per the format mentioned in Section 5 - Annexure-I Maximum of 2 members per Bidder will be allowed to participate in the Pre-bid conference and a letter from the Authorized Signatory from the intended SP will clearly specify the names of the participants. Representatives from any OEM will not be allowed to be part of the pre-bid conference. OEM should also

not accompany any of their selected agency or partners, and are expected to submit their queries through partners for seeking clarifications.

2.6.2 Responses to Pre-Bid Queries and Issue of Corrigendum

KIIFCON will organize a pre-bid conference and will respond to any request for clarification or modification of the bidding documents. KIIFCON shall formally respond to the pre-bid queries after the pre-bid conference. No further clarifications shall be entertained after the date and time of submission of queries.

KIIFCON shall endeavour to provide timely response to all queries. However, KIIFCON makes no representation or warranty as to the completeness or accuracy of any response made in good faith. KIIFCON does not undertake to answer all the queries that have been posed by the bidders.

Any modifications of the RFP Documents, which may become necessary as a result of the Pre- Bid Conference, shall be made by KIIFCON exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment, the bid submission date may be extended at the discretion of KIIFCON.

Any corrigendum/notification issued by KIIFCON, subsequent to issue of RFP, shall only be available/hosted on the website URL mentioned in the fact sheet. Any such corrigendum shall be deemed to be incorporated into this RFP.

2.7 RFP Document Fee

RFP can be downloaded from the website URL mentioned in the fact sheet.

Tender Fee of Rs 15,000/- plus Rs. 2700/- (GST) = Rs. 17,700/- (Rupees Seventeen thousand Seven hundred only) including GST shall be paid at the time of submission of bid. The tender fee shall be non-refundable.

Without the payment of tender fee, the bids will be taken as incomplete and non-responsive and shall not be considered.

2.8 Earnest Money Deposit (EMD)

EMD amounting to Rs. 5,00,000/- (Rupees Five lakh only) shall be paid at the time of submission of bid through online e-Tendering Payment Gateway (<https://etenders.kerala.gov.in>) only. No exemption for submitting the EMD will be given to any agency. Bid security in any other form will not be entertained.

For **Unsuccessful bidders**: The bid security of all unsuccessful bidders would be refunded without interest by KIIFCON on finalization of the bid in all respects by the successful bidder.

For **Successful bidders**: The bid security, for the amount mentioned above, of successful bidder would be returned without interest upon submission of Performance Bank Guarantee by the successful bidder.

The above mentioned return would be completed within 3 months from the date of selection of Service provider.

In case bid is submitted without the bid security then KIIFCON will reject the bid without providing opportunity for any further correspondence to the bidder concerned.

The EMD may be forfeited in any of the following circumstances:

- a) If a Bidder withdraws or modifies its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.
- b) If a Bidder is disqualified in accordance with Clause 2;
- c) If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive, or undesirable practice or restrictive practice as set out in Section 4.

If a Bidder is declared the first ranking Bidder and it:

- a) Withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the KIIFCON and the first ranked Bidder shall not be construed as withdrawal of proposal by the first ranked Bidder.
- b) fails to furnish the Performance Security
- c) fails to sign and return, as acknowledgement, the duplicate copy of the letter of award.
- d) fails to fulfill any other condition precedent to the execution of the Contract, as specified in the letter of award; or
- e) fails to execute the contract.

2.9 Bid Validity Period

Bid shall remain valid for the time period mentioned in the Fact Sheet.

The bidder shall be required to extend the bid validity period, if requested by KIIFCON to do so. Accordingly, the bid security shall also be extended by the bidder for such period.

The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking forfeiting the EMD, but in this case the bid will be out of the competition for the award. Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to ensure that the bid remains secured for a correspondingly longer period.

2.10 Contents of Bid

The four sets of documents (each enveloped separately and packed in a master envelope) are required to be submitted for evaluation. The sets will comprise of:

Document Set per envelope	Name of Document	Content	Mode of Submission
One	RFP Document fee & Bid Security/ Earnest Money Deposit (EMD)	RFP Document Fee receipt Bid Security/Earnest Money Deposit (EMD) receipt	Online only

Two	Pre-Qualification Bid	Pre-Qualification bid as per Section 6.1 and 6.2 along with the required supporting documents No Deviation Certificate as per Section 6.3 Total Responsibility declaration as per Section 6.4	Online only
Three	Technical Bid	Technical bid Detailed compliance with OEM make & model if available	Online only
Four	Financial Bid	Financial Bid	Online only

- a) Please note that Prices should NOT be indicated in the Technical Bid but should only be indicated in the Commercial Bid.
- b) All the pages of the bid must be sequentially numbered. The bid documents must contain in the beginning of the document, a list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- c) The original bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be signed by the person (or persons) who sign(s) the bids.
- d) All pages of the bid shall be signed and stamped by the person (or persons) who sign the bid.
- e) The physical submission of the bid has to be accompanied by soft copy non-writable CD/ DVD per section.
- f) Failure to submit the bid before the submission deadline specified in the Bidding Schedule Sheet would cause a bid to be rejected.
- g) KIIFCON will not accept delivery of bid by fax or e-mail only. Online and Hard Copy submission is mandatory.

2.11 Bid Formats

2.11.1 Pre-Qualification Bid Format

Section	Section Heading	Details
1.	Pre-qualification checklist	As per format provided in section 6.1
2.	Pre-Qualification Bid Covering Letter	As per format provided in section 6.2
3.	Consortium Agreement	As per format provided in Annexure 7 of this volume
4.	About Bidder	As per format provided in section 6.3 of this document
5.	Legal	<ol style="list-style-type: none"> 1. Copy of Certification of Incorporation/Registration Certificate 2. PAN Card 3. GST Registration
6.	Annual Turnover	Details of annual turnover with documentary evidence.
7.	Net worth	Details of net worth with documentary evidence.
8.	Certification	Relevant ISO certification
9.	Self-certificate for non-blacklisting clause	As per format provided in section 6.4
10.	Power of Attorney	Documentary evidence as per format provided in Annexure 8 and 9
11.	Project Experience	Citation details of projects as per format in Section 7.4 and 6.7, as applicable.
12.	No Deviation Certificate	As per format provided in section 6.5
13.	Total responsibility certificate	As per format in 6.6

2.11.2 Technical Bid Format

Section #	Section Heading	Details
1.	Technical Bid Checklist	As per format provided in section 7.1
2.	Technical Bid Covering Letter	As per format provided in Section 7.2
3.	About Bidder	<ul style="list-style-type: none"> Details about bidder (whether sole bidder or consortium) Bidder's General Information as required in Technical Criteria 3.6
4.	Understanding	<ul style="list-style-type: none"> Details as required in Technical Criteria 3.6.
5.	Solution proposed	Details as required in Technical Criteria 3.6 <ul style="list-style-type: none"> Please refer to section 7.5.1.
6.	Project/credential summary	As per format provided in Section 7.3
7.	Bidder's Experience	Project citation as per format provided in section 7.4 and supporting documentary evidences and Self- certifications as per format in section 6.7 as applicable
8.	Project Plan and Resources	<ul style="list-style-type: none"> Project plan as per format provided in Section 7.5.2 Manpower Plan as per format provided in section 7.5.3 Summary of resources as per format provided in Section 7.6 CV of resources as per format provided
9.	Manufacturers'/Producers' Authorization Form	<ul style="list-style-type: none"> As per format provided in section 7.10
10.	Anti-Collusion Certificate	<ul style="list-style-type: none"> As per format provided in section 7.11
11.	Non-disclosure agreement	<ul style="list-style-type: none"> As per format provided in section 11 (Annexure 6)

2.11.3 Financial Bid Format

The financial bid shall be submitted in the specified format of e-tender portal.

The proposed financial value should not be disclosed in any other part of technical proposal or the financial covering letter. In such case, the proposal of the bidder shall be rejected without any explanation.

2.12 Language

The bid should be prepared and submitted by the bidders in English language only. If any submitted supporting documents are in any language other than English, translation of the same in English language is to be provided (duly attested) by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

2.13 Authentication of Bids

An authorized representative (or representatives) of the Bidder shall initial all pages of the Pre-Qualification, Technical and Commercial Bids.

Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written power of attorney / Board resolution accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

2.14 Amendment of Request for Proposal

At any time prior to the due date for submission of bid, KIIFCON may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the website URL mentioned in the fact sheet, through corrigendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.

It shall be the responsibility of the prospective bidder(s) to check the <https://etenders.kerala.gov.in/nicgep/app> and KIIFCON website from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, KIIFCON shall not be responsible.

In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, KIIFCON, at its discretion, may extend the deadline for submission of bids which would be uploaded on website.

2.15 Bid Price

Commercial Bid shall be as per the format provided in Section 8. Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between KIIFCON and the Bidder.

Bidders shall quote for the entire scope of contract on an “overall responsibility” basis such that the total bid price covers Bidder’s all obligations mentioned in the bidding documents in respect of providing

the product/services.

Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected. However, it should be noted that the price quotes should be as per the format given for financial submission. However, the quoted prices would be amended if there is any amendment of existing taxes /duties/levies or there is introduction of any new taxes /duties/ levies by any state Government or central Government. This price variation will be applicable for increase/decrease/addition of any such taxes.

2.16 Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Section 6.5. The bids with deviation(s) to the clauses/ outlined scope mentioned in the RFP are liable for rejection.

2.17 Total Responsibility

Bidder should issue a statement undertaking total responsibility for the defect free operation with effective SLAs of the proposed solution as per the format mentioned in Section 6.6.

2.18 Late Bids

- a) Late submission will not be entertained.
- b) The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c) KIIFCON shall not be responsible for any non-receipt/non-delivery of the documents due to technical snag whatsoever at Bidder's end. No further correspondence on the subject will be entertained.
- d) KIIFCON reserves the right to modify and amend any of the above-stipulated condition/criterion.

2.19 Right to Terminate the Process

KIIFCON may terminate the RFP process at any time and without assigning any reason. KIIFCON 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 KIIFCON.

2.20 Non-Conforming bids

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

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

2.21 Acceptance/Rejection of Bids

a. KIIFCON reserves the right to reject in full or part, any or all bids without assigning any reason thereof. KIIFCON reserves the right to assess the Bidder's capabilities and capacity. The decision of KIIFCON shall be final and binding.

b. Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested.

In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, KIIFCON reserves the right to reject the Bid and forfeit the EMD.

If there is any discrepancy in the commercial bid, it will be dealt as per the following:

a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.

b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

c) If there is a discrepancy between words and figures, the amount in words shall prevail.

d) If there is any discrepancy in the proposed quantity of Technical BOQ and Commercial bid, then the maximum quantity among the both will be considered and Price bid will be changed accordingly.

If there is any other discrepancy in the commercial bid, the same shall be conveyed to the bidder with target date up to which the bidder has to send his explanations. On the above lines KIIFCON reserves the right to take appropriate decision which needs to be agreed by the bidder. If the bidder does not agree to the decision of KIIFCON, the bid is liable to be disqualified.

2.22 Confidentiality

All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the successful bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The successful bidder and its consortium partners will sign a NDA. Confidentiality agreement will be mutually applicable on both the bidder and KIIFCON.

2.23 Disqualification

The bid is liable to be disqualified/ a proper explanation can be called in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

a) During validity of the bid, or its extended period, if any, the bidder increases its quoted prices

b) The bidder's bid is conditional and has deviations from the terms and conditions of RFP

c) Bid is received in incomplete form

d) Bid is not accompanied by all the requisite documents

e) Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any

f) The Bidder shall quote only one specific make and model from only one specific OEM, for each of the goods. Providing more than one option shall not be allowed and the bid will be rejected outrightly.

- g) Financial bid is enclosed with the same document as technical bid.
- h) Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- i) In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately

If any of the Lead Bidder is also partner in any other bid, then all the affected bids shall be disqualified.

2.24 Data Updation Support

KIIFCON has identified certain positions and minimum qualifications for each of the positions that should be part of data updation team of the bidder. Details of the resources required are provided in Section 3.7

2.24.1 Initial Composition; Full Time Obligation; Continuity of Personnel

Bidder shall ensure that each member of the data updation support team devotes substantial working time as per the staffing schedule/ manpower plan to perform the services to which that person has been assigned as per the bid.

Bidder shall not make any changes to the composition of the resources and not require or request any member of the team to cease or reduce his or her involvement in the provision of the Services during the defined term of the engagement unless that person resigns, is terminated for cause, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires.

In any such case, the KIIFCON's prior written consent would be mandatory.

2.24.2 Evaluations

Bidder shall carry out an evaluation of the performance of each member of the data updation support team in connection with the Services at least once in each Contract Year. Bidder shall provide reasonable written notice to KIIFCON of the date of each evaluation of each member of the team. KIIFCON shall be entitled to provide inputs to the bidder for each such evaluation. Bidder shall promptly provide the results of each evaluation to KIIFCON, subject to Applicable Law.

2.25 Fraud and Corrupt Practices

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

(ii) Without prejudice to the rights of KIIFCON under Clause above and the rights and remedies which KIIFCON may have under the LOI or the Agreement, if a Bidder is found by KIIFCON to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement and there is a written proof of such practice, such Bidder shall not be eligible to participate in any tender or RFP issued by KIIFCON during a period of 3 years from the date such Bidder is found by KIIFCON to have directly or through an agent, engaged or indulged in any Prohibited Practices.

(iii) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

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

b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by KIIFCON with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

e) “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.26 Conflict of Interest

a) A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, KIIFCON shall forfeit and appropriate the EMD, if available,

as mutually agreed genuine pre-estimated compensation and damages payable to KIIFCON for, inter alia, the time, cost and effort of KIIFCON including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to KIIFCON hereunder or otherwise.

b) KIIFCON requires that the bidder provides solutions which at all times hold KIIFCON's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of KIIFCON.

2.27 Quality Standards and pre-eligibility OEM Criteria

Deleted

2.28 Right to vary quantity

a) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased by 20%. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.

b) If the KIIFCON does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.

c) Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

2.29 Withdrawal, Substitution, and Modification of Bids

a) No bid may be withdrawn, substituted, or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified by the Bidder in the Bid Submission Form, or any extension thereof agreed to by the Bidder. Withdrawal of a bid during this interval may result in the forfeiture of the EMD/Bid Security.

b) Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

c) Bids withdrawn shall not be opened and processed further.

2.30 Site Visit

- a) The Bidder may wish to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- b) It is strongly recommended that bidders may conduct their site surveys as per the requirement of RFP wherever necessary, prior to the proposal submission.
- c) No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

3. Selection Process for Bidder

3.1 Opening of Bids

The Bids shall be opened by KIIFCON in presence of those Bidders or their representatives who may be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter to KIIFCON from the bidder firms to identify that they are bonafide representatives of the bidder firm, for attending the opening of bid.

There will be three bid-opening events as follows:

1. Set 1 (RFP Document fee & Bid Security/EMD)

2. Set 2 (Pre-Qualification bid)

3. Set 3 (Technical bid)

- i. The venue, date and time for opening the Bids bid are mentioned in the Fact sheet.
- ii. The date and time for opening of Technical bid is specified in the bidding schedule and that of the Commercial bid would be communicated at respective stages to eligible bidders.
- iii. The Technical Bids of only those bidders will be opened who clears the Pre- qualification stage.
- iv. The Commercial Bids of only those bidders will be opened who score equal to or more than qualifying marks in Technical Bid.

3.2 Preliminary Examination of Bids

KIIFCON shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by KIIFCON and shall not be included for further consideration.

Initial Bid scrutiny shall be held and bids will be treated as non-responsive, if bids are:

- a) Not submitted in format as specified in the RFP document

- b) Received without the Letter of Authorization
- c) Found with suppression of details
- d) With incomplete information, subjective, conditional offers and partial offers submitted
- e) Submitted without the documents requested
- f) Non-compliant to any of the clauses mentioned in the RFP
- g) With lesser validity period

3.3 Clarification on Bids

During the bid evaluation, KIIFCON may, at its discretion, ask the Bidder for any clarification(s) 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.

3.4 Evaluation Process

KIIFCON shall constitute a Tender Evaluation Committee 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 bidders may lead to rejection of their bids.

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 confirmations on their bids.

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.

The steps for evaluation are as follows:

3.4.1 Stage 1: Pre-Qualification

- a) KIIFCON shall validate the Set 1 “RFP Document fee & Bid Security/Earnest Money Deposit (EMD)”.
- b) If the contents of the Set 1 are as per requirements, KIIFCON shall open the “Pre-Qualification Bid”. **Each of the Pre-Qualification condition mentioned in Section 3.5 is MANDATORY.** In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.

Bidders would be informed of their qualification/disqualification based on the Pre-Qualification criteria through Email and Phone and subsequently, the Bid Security amount shall be returned to the respective disqualified Bidders after the submission of Performance Bank Guarantee by the successful Bidder.

c) Technical and Financial bids for those bidders who don't pre-qualify will not be opened. Financial bid will not be opened for those bidders, who don't qualify the technical evaluation. Bid Security shall be promptly returned to the unsuccessful bidders.

3.4.2 Stage 2: Technical Evaluation

- a) Set 3 "Technical bid" will be evaluated only for the bidders who succeed in Stage1.
- b) KIIFCON 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 KIIFCON's discretion.
- c) 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 Section 3.6.
- d) Bidders may be asked to give demonstration of the envisaged solution to KIIFCON as per the demo scripts that shall be shared with the Bidders who qualify the Pre-Qualification Stage.
- e) Bidders to submit in detailed – "Approach & Methodology & Solutions proposed"
- f) Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get an Overall Technical score of 70% or more in the Technical Evaluation Framework as given in Section 3.6 will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid.

3.4.3 Stage 3: Commercial Evaluation

- a) All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
- b) The commercial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at KIIFCON's discretion.
- c) Commercial Bids that are not as per the format provided shall be liable for rejection.
- d) The bid price shall be in Indian Rupees. No quote other than in INR will be considered.
- e) The International bidders are advised to take into consideration the currency fluctuation and quote accordingly only in INR.
- f) Evaluation committee will check all the totals and after doing the necessary activates as per Section 2.21, Total Price Summary submitted by bidder will be rectified and same will be considered while comparing financial bids. Bids will be evaluated on base price without any taxes.

3.5 Pre-Qualification Criteria

S No	Basic Requirement	Pre-Qualification Criteria	Documents Required
PQ1	Company Profile	The Sole Bidder (or in case of Consortium(maximum 2 including prime bidder), all members of consortium should be registered IT/ITES Services Company / proprietorship firm / partnership firm / registered company under Companies Act, 1956/ Co-operative Societies Act or LLP (Limited Liability Partnership) should have been in operation for at least 5 years as on date of submission of the bid.	<ul style="list-style-type: none"> • Copy of Certificate of Incorporation/Registration
PQ2	Company Financial Profile	The Sole Bidder (Lead Member in case of Consortium) should have Rs. 4.00 Crore as average turnover for the last 3 audited financial years (2020-21, 2021-22,2022-23-) from GIS/IT projects including but not limited to Base Map Creation/Updating, Surveying, GIS Application Software Development, Implementation and Operation, and Maintenance.	<ul style="list-style-type: none"> • Audited financial statements for last three Financial Years. • Statutory auditor's/CA certificate clearly specifying the annual turnover for the specified years. • PAN card • GST registration • In case of 100% subsidiary CA certificate for turnover should be provided • Certificate from the Statutory Auditor/CA on PBDIT for last 3 years w.e.f. FY 2020-21
PQ3	Blacklisting	As on the date of submission of the proposal, the Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices with any of the State government/Central Government/semi-government/PSU/Municipal agencies in India at the time of submission.	Undertaking by the authorized signatory as per the format given as Annexure 6.4
PQ4	Key Certifications	The Sole Bidder (Lead Bidder in case of Consortium) should possess the below Certifications which are valid till bid validity: <ul style="list-style-type: none"> • ISO 9001:2008 or Higher for Base Map Creation/ Surveying/ GIS Application Development AND • ISO/IEC 27001:2013 for Information Security Management System AND • CMMI Level 3 or Higher for Software Development and Services 	Valid Copy of certificates on the name of the Bidder.
PQ5	Indian Origin	The Bidder should have an Indian origin or registered office in India	List and address of offices in India, Kerala with GST Registration

PQ6	Employees	<p>The Sole Bidder or Consortium Partner should have at least 50 employees on their payroll for the proper execution of the project with following profiles:</p> <ul style="list-style-type: none"> — Image Processing Experts- 8 Nos — GPS Post Processing Expert- 8 Nos — Survey Expert- 8 Nos — LiDAR/Drone Survey Expert- 8 Nos — Web GIS Developer- 8 Nos — Database Expert- 8 Nos 	Declaration/Undertaking by HR and authorized signatory of the company needs to be submitted in this regard.
PQ 7	Experience	<p>The Sole Bidder or Consortium Partner should have successfully executed/is executing.</p> <p>One similar project of 5Cr Or Two similar projects of 4Cr Or Three similar project of 3Cr</p> <p>In India within the last 7 years as on the last date of bid submission with the following scope of work Building Survey including building measurement, Socio economic data collection. Basemap Generation with Land use and land cover Enterprise GIS Projects must include but not limited to GIS Database Creation, Field Survey, Satellite/Drone/UAV/ Manned Aircraft Image Procurement, and Processing, Mobile Application for GIS field survey, Web GIS Application Development.</p>	<p>Copy of work order from the client</p> <p>Work order SHOULD include the scope of work clearly highlighting the required experience. The absence of terms required to clearly distinguish scope may result in disqualification of the submitted project against bid evaluation Under NO CIRCUMSTANCE shall any meaning be derived (to arrive at conclusion and for marking) unless clearly specified.</p>
PQ 7.1		<p>The Sole Bidder or Consortium Partner must have been awarded and should have successfully executed/is executing at least one 3D mapping and data processing project using LIDAR and Drone/UAV/ Manned Aircraft for any Urban Local Body (Municipality/Corporation)/Smart City SPV in India within the last 3 years as on the last date of bid submission.</p>	
PQ 7.2		<p>The Sole Bidder or Consortium Partner must have been awarded and should have successfully executed/is executing Building Survey projects with cumulative number of 5 Lakhs building Properties/units.</p>	

**PQ
7.3**

The Sole Bidder or Consortium Partner must have been awarded and successfully executed at least one project of field survey data collection using mobile/other electronic devices for at least 1,00,000 properties/units for any Urban Local Body /Government (Municipality or Corporation) in India within the last 5 years as of the last date of bid submission

3.6 Technical Evaluation Framework/Matrix

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

S. No.	Technical Evaluation Criteria	Max Marks
TQ 1.0	Relevant Experience	75
TQ 1.1	<ul style="list-style-type: none"> — Building Survey including building measurement, Socio economic data collection — Basemap Generation with Land use and land cover — Enterprise GIS Projects must include but not limited to GIS Database Creation, Field Survey, Satellite/Drone/UAV Image Procurement, and Processing, Mobile Application for GIS field survey, Web GIS Application Development. 	30
TQ 1.1.1	One similar project of 5Cr Or Two similar projects of 4Cr Or Three similar projects of 3Cr Allotted Mark: 10 Marks	
TQ 1.1.2	The Sole Bidder or Consortium Partner must have been awarded and should have successfully executed/is executing at least one 3D mapping and data processing project using LIDAR and Drone/UAV /Manned Aircraft for any Urban Local Body/ Smart City (Municipality/Corporation) in India within the last 3 years as on the last date of bid submission. Allotted Mark: 10 Marks	
TQ 1.1.3	The Sole Bidder or Consortium Partner must have been awarded and should have successfully executed/is executing at least one 3D mapping and data processing project using Mobile Lidar Integrated with 360 degree panoramic images for any Urban Local Body/Smart City (Municipality/Corporation) in Kerala within the last 3 years as on the last date of bid submission. Allotted Mark: 10 Marks	
TQ 1.2	Average Annual Turn Over of Rs.4 Crore or above as per the eligibility criteria Turnover Rs.4-6 Crores - 4 Marks Turnover Rs.6-8 Crores - 7 Marks Turnover Rs. 8-10Crores - 10 Marks	10
TQ 1.3	Certifications 1. CMMI Level 3 or above - 3 Marks 2. ISO 27001:2013 - 1 Mark 3. ISO 9001:2015 - 1 Mark	05
TQ 1.4	The Lead Bidder or Consortium Partner must have been awarded and successfully executed in India for a single workorder in the last five years as on	15

	the last date of bid submission with following characteristics:	
TQ 1.4.1	Field survey data collection using mobile/other electronic devices for at least 75,000 properties in the last five years as on the last date of bid submission. At Least one work order each has to be showcased against the following criteria. In each of the work orders, if no. of properties are: >= 1.5 Lakh = 15 marks >= 1 Lakh to < 1.5 Lakh = 10 marks >= 0.75 Lakh to < 1 Lakh = 5 marks	
TQ 1.5	The Lead Bidder or Consortium Partner must have been awarded and should have successfully executed/is executing base map generation and data processing project of cumulative area not lesser than 100 square kilometers in India within last 5 years as on the last date of bid submission. > 150 Sq Km – 05 marks >= 100 Sq Km to < 150 Sq Km – 03 marks	05
TQ 1.6	The Lead Bidder or Consortium Partner must have been awarded and should have successfully executed at least one mapping and data processing project using Drones / manned aircraft for an area not lesser than 50 square kilometers (in a single work order) in India within last 5 years as on the last date of bid submission. > 70 Sq Kms -10 Mark >= 50 Sq Km to < 70 Sq Km - 05 marks	10
TQ 2.0	Technical Presentation	Max 25 marks
	Presentation of the Proposed Solution, approach and methodology — Overall approach towards data acquisition, Application development, installation, implementation and maintenance of the solution and project management plan — The bidder should demonstrate similar solutions (as required in the scope of work of this RFP) pertaining to work done by them on other projects in reference to property tax mapping, assessment and analysis, 3D mapping (using LIDAR/UAV/Drone/ Manned Aircraft) and web GIS platforms developed for their respective customer.	To be awarded by Bid Evaluation Committee

Documentary proof of such experience claimed above needs to be submitted. QCBS (70:30) Qualification criteria for technical evaluation and progression to commercial evaluation stage- Minimum 70% (70 marks) of the overall technical score total.

KIIFCON (or a nominated committee/ party) reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the additional requisite support must be provided by the Bidder.

3.7 Team Evaluation (Data updation support stage)

S. No.	Resource Role	Other Requirements
1	GIS Assistant	a) Educational Qualification: • B.E. Civil / Post Graduate Degree in Geography/GIS or Equivalent b) Work experience in surveying projects involving property and utility mapping/socio economic data with GIS having an experience of 1 year or above
2	GIS Engineer	a) Educational Qualification: • Post Graduate Degree in Geospatial Sciences or Equivalent b) 4 or above years of work experience in surveying projects involving property and utility mapping/socio economic data with GIS and team handling expertise

- CVs needs to be provided in the format provided as Annexure 7.6 in the RFP Volume I
- All CVs should be duly attested by HR and Authorized Signatory of the Bidder
- Service Provider should submit profiles of only those resources who shall be deployed on the project. Any change of resource (as proposed as a part of the bidder's proposal in response to this RFP) should be deployed only after the approval from KIIFCON and the planned resource should have similar expertise and experience as per the requirement.
- Project Manager with anyone from the above list of Key Personnel should share weekly/monthly progress report; shall attend all the weekly/monthly meetings with PMC/SPV/KMC and, should also represent the SP in all the important meetings

Eligible Goods and Services and OEM Criteria

- If any goods are supplied as part of the project, the Bidder shall quote only one specific make and model from only one specific OEM. Providing more than one option shall not be allowed. All goods quoted by the Bidder must be associated with item codes and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder.
- The OEM for each product or technology quoted should be in the business of that product or solution or technology for the entire period of the contract as of the date of release of the RFP.
- All the OEMs should have an authorized presence in India either directly or through channel partner(s) as of the date of release of the RFP.
- The OEM for all active components should give a declaration that products or technology quoted are neither end-of-sale nor end-of-life as of the date of installation and commissioning and are not end-of-support till the successful completion of the O&M period of the project as [Annexure 7.10](#) in the RFP
- The bidder's proposed OEM should not have been blacklisted by any State/Central Government Department or Central /State PSUs as of the bid submission date.

Adequate supporting documents pertaining to the above points, along with a summary compliance table, should be submitted in the proposal by the Bidder.

4. Award of Contract

4.1 Notification of Award

KIIFCON will notify the successful Bidder in writing by e-mail followed by courier to be confirmed by the Bidder in writing by email followed by courier.

4.2 Signing of Contract

After the notification of award, KIIFCON will issue Purchase Order (PO)/Letter of Intent (LOI). Accordingly, a contract shall be signed between successful bidder and KIIFCON or the agency designated by KIIFCON. As an acceptance of the PO, the Bidder shall sign and return back a duplicate copy of the Purchase Order to KIIFCON or the agency designated by the KIIFCON.

4.3 Performance Bank Guarantee (PBG)

Within fifteen (15) working days from the date of signing of contract, the successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) to the KIIFCON. The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Section 9 - Annexure 5 (a), payable on demand, for the due performance and fulfilment of the contract by the bidder.

This Performance Bank Guarantee shall be for an amount equivalent to 5 % of total contract value. PBG shall be invoked by KIIFCON, in the event the Bidder:

- a) fails to meet the overall condition as mentioned in RFP Volume III or any changes mutually agreed between the parties,
- b) fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of KIIFCON as per conditions and scope mentioned in the RFP
- c) Misrepresents facts/information submitted to KIIFCON

The performance bank guarantee shall be valid till satisfactory completion of Post Implementation Support as per RFP. The performance bank guarantee may be discharged/returned by KIIFCON 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(s), KIIFCON shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of KIIFCON under the contract in the matter, the proceeds of the PBG shall be payable to KIIFCON as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. KIIFCON shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default. After 40 days of notice, if the bidder fails to rectify the default, KIIFCON shall be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him under this contract, an equivalent value

of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement In case the project is delayed beyond the project schedule as mentioned in RFP Vol 3, the performance bank guarantee shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFP Volume II.

This Performance Bank Guarantee shall be valid only up to the completion of the period of 'Go- Live' + 60 months for the Solution.

On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate shall be issued and the PBG would be returned to the Bidder

4.4 Warranty & Maintenance

Bidder shall also provide complete maintenance support for all the proposed integrated solution as outlined in this RFP for a period of Sixty months from the date of go-live i.e. "Go-Live" + 60 months. "Go-live" is the date on which the proposed solution is completely operational as per the requirements provided in this RFP and all the acceptance tests are successfully concluded to the satisfaction of KIIFCON. During the warranty period, the bidder shall covenant that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further covenant that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.

KIIFCON or designated representatives of the bidder shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to KIIFCON and within time specified and acceptable to KIIFCON.

If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, KIIFCON may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights maximum to the value of the defected item, which KIIFCON may have against the bidder under the contract.

During the comprehensive warranty period, the successful bidder shall provide all product(s) and documentation updates, patches/fixes, and free available version upgrades within 15 days of their availability and should carry out installation and make operational the same at no additional cost to KIIFCON.

The successful bidder hereby warrants KIIFCON that:

- a) The implemented integrated solution represents a complete, integrated solution meeting all the requirements as outlined in the RFP and further amendments if any and provides the functionality and performance, as per the terms and conditions specified in the contract.
- b) The proposed integrated solution shall achieve parameters delineated in the technical specification/requirement.
- c) The successful bidder shall be responsible for warranty services from licensors of products included in the systems.

The successful bidder undertakes to ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty period.

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

Failure of the successful bidder to agree with the Mutually Agreed Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event KIIFCON may award the contract to the next best value bidder or call for new bids.

In such a case, KIIFCON shall invoke the PBG and/or forfeit the EMD.

4.6 Arbitration post signing of contract

In case, a dispute is referred to arbitration, the arbitration shall be under the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof.

Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act, 1996. Each party to the contract shall appoint/ nominate one Arbitrator each, the two Arbitrators so appointed/ nominated by the Parties herein shall together choose the third Arbitrator, who shall be the Presiding Arbitrator of the Tribunal. The consortium of the three Arbitrators shall form the Arbitral Tribunal.

All arbitration should be referred to in the court located in Thiruvananthapuram, and the decision would be final and binding to all parties.

In case KIIFCON chooses to award the contract to an eligible bidder/SP through this tender process, and its subjected to a third party litigation, KIIFCON would be free to proceed the contract award and works process. If the litigation is in favor of the third party resulting in termination of awarded contract and retendering process, KIIFCON would pay out the existing SP to the tune of work completed upon submission of sufficient proof of material supplied and manpower invested.

ANNEXURES

5. Annexure 1 – Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in MS excel format in the following format to be emailed at clearly specifying in the subject column- 'Queries for Selection of SP for the Implementation of GMIS' Company Name.

Direct queries from any OEM will not be entertained.

SL #	RFP Volume	Section and sub-section	Page no.	Original Clause/Content in the RFP	Clarification sought/ Change Request with justification (highlight the portion with red color which is intended to be changed.)

6. Annexure 2 – Formats for Submission of the Pre-Qualification Bid

6.1 Pre-qualification bid checklist

SI#	Checklist Items	Compliance (Yes or No)	Page No. and Section No. in bid
1.	RFP Document fees		
2.	Earnest Money Deposit		
3.	Pre-Qualification Covering letter		
4.	Consortium Agreement, if applicable as per Annexure 7		
5.	<ul style="list-style-type: none"> • Copy of Certification of Incorporation/Registration Certificate • PAN card • GST registration 		
6.	<p>Audited financial statements for the last three financial years</p> <p>AND</p> <p>Certificate from the Statutory Auditor/ CA</p>		
7.	Declaration of non-blacklisting		
8.	Power of attorney for Lead Bidder of Consortium		
9.	Project Citations and Self-certifications, as Applicable		
10.	No Deviation Certificate		
11.	Total Responsibility Certificate		
12.	Valid ISO certification		

6.2 Pre-qualification covering letter.

Date: dd/mm/yyyy

To,

Director(Projects & Engineering),
KIIFCON,
Thiruvananthapuram,
Kerala, India

Subject: Request for Proposal for Service Provider for the Implementation of Geospatial Management Information System including GIS & 3D Digital Twin Generation, LiDAR Survey, Base Map Generation, Multi-Purpose Household Survey, Web GIS Development of 66 wards for Kochi Municipal Corporation

Ref: RFP No. <<.....>> **dated** <<>>

Dear Sir,

With reference to your "Selection of a Service Provider for the Implementation of Geospatial Management Information System including GIS & 3D Digital Twin Generation, LiDAR Survey, Base Map Generation, Multi-Purpose Household Survey, Web GIS Development of 66 wards for Kochi Municipal Corporation ", we hereby submit our Prequalification bid, Technical Bid and Commercial Bid for the same.

We hereby declare that:

- a) We hereby acknowledge and unconditionally accept that the KIIFCON can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.
- b) We have submitted EMD of INR[] Crores and Tender fee of INR[]
<<Financial Instrument details>>.
- c) We hereby declare that all information and details furnished by us in the Bid are true and correct to the best of our knowledge, and all documents accompanying such application are true copies of their respective originals.
- d) We agree to abide by our offer for a period of 90 days from the date of Submission of bid prescribed by KIIFCON and that we shall remain bound by a communication of acceptance within that time.

e) We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.

f) In the event of acceptance of our bid, we do here by undertake:

(i) To supply the products and commence services as stipulated in the RFP document

(ii) To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.

(iii) We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support and discounts etc.

g) We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

h) We understand that the KIIFCON may cancel the bidding process at any time and that KIIFCON is not bound to accept any bid that it may receive without incurring any liability towards the bidder.

i) We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact _____, email ____, contact no. _____

Thanking you,

Yours

sincerely,

(Signature of the Lead bidder)

(Printed Name)

Designation

Seal Date: Place:

Business Address

6.3 Company profile

A. Brief company profile (required for both bidder and consortium member)

S No.	Particulars	Description
1.	Name of Bidder	
2.	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3.	Main business of the Bidder	
4.	Registered office address	
5.	Incorporation date and number	
6.	GST No	
7.	PAN details	
8.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
9.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
10.	EMD details	
11.	Role in Consortium (if applicable)	Brief scope of work in the consortium

B. Valid Certificate of Incorporation (required for both bidder and consortium member)

C. Financial Turnover of last 3 years

The financial turnover of the company has to be provided as per the following table:

Annual Turnover details (certified)			
S No.	FY- 2020-2021	FY- 2021- 2022	FY- 2022- 2023

- a) Copy of audited financial statements or declaration from the appointed statutory auditor to be provided as proof of the financial turnover
- b) Positive net worth of the last three financial years as on 31.03.2023 (only for Lead bidder).
Copy of self-certified statutory auditor certificate to be submitted along with the bid



Declaration of Non-Blacklisting *(To be provided on the Company letter head)*

Declaration for Lead Bidder:

To,

Place

Date

Director(Projects & Engineering)
KIIFCON Pvt Ltd
Thiruvananthapuram, Kerala, India

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for Selection of Service Provider for the Implementation of Geospatial Management Information System including GIS & 3D Digital Twin Generation, LiDAR Survey, Base Map Generation, Multi-Purpose Household Survey, Web GIS Development of 66 wards for Kochi Municipal Corporation

Ref: RFP No. <<....>> **dated** <<>>

Dear Sir,

We confirm that our company or firm,-----, is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Lead Bidder)

Printed Name

Designation

Seal Date: Place:

Business Address

6.4 Declaration for Consortium Member

(To be provided on the Company letter head)

To,

{Place}

{Date}

Director(Projects & Engineering)
KIIFCON Pvt Ltd
Thiruvananthapuram, Kerala, India

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for Selection of Service Provider for the Implementation of Geospatial Management Information System including GIS & 3D Digital Twin Generation, LiDAR Survey, Base Map Generation, Multi-Purpose Household Survey, Web GIS Development of 66 wards for Kochi Municipal Corporation

Ref: RFP No. <<.....>> dated <<>>

Dear Sir,

We confirm that our company or firm, _____, is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Consortium Member)

Printed Name

Designation

Seal Date:

Place: Business Address:

6.5 No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments)

no. _____ dated _____ . This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

6.6 Total Responsibility Certificate

This is to certify that we undertake the total responsibility for the defect free operation of the proposed solutions as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

6.7 Self-certificate for Project execution experience (In Bidding Entity's Letterhead)

This is to certify that <Name of the Bidding entity> has been awarded with < Name of the Project > as detailed under:

Name of the Project	
Client's Name, Contact no. and Complete Address	
Contract Value for the bidder (in INR)	
Current status of the project (Completed/Ongoing)	
Activities completed by bidding entity as on bid submission date (N.B Only relevant activities as sought in the Criteria to be included)	
Value of Work completed for which payment has been received from the client.	
Date of Start	
Date of Completion	

(Authorized Signatory)

Signature: Name: Designation:

Bidding entity's name

Address: Seal and Date:

7. Annexure 3 – Formats for Submission of the Technical Bid

7.1 Technical Bid Check-List

Sl #	Checklist Item	Compliance (Yes/No)	Page No. and Section No. in the Bid
1	Technical Bid Letter		
2	Credential summary		
3	Project Citations and Self-certifications, as applicable		
4	Detailed proposed solution		
5	Project plan and manpower plan		
6	Proposed CVs (Data Updation Stage)		
7	Compliance to Requirement (Technical / Functional Specifications)		
8	Proposed Bill of Material		
9	Manufacturers'/Producers' Authorization Form Anti-Collusion certificate		
10	Non-disclosure agreement		

7.2 Technical Bid Covering Letter

Date: dd/mm/yyyy

To,

Director(Projects & Engineering)
KIIFCON Pvt Ltd
Atnanthapuram, Kerala, India

Subject: Request for Proposal for Service Provider for the Implementation of Geospatial Management Information System including GIS & 3D Digital Twin Generation, LiDAR Survey, Base Map Generation, Multi-Purpose Household Survey, Web GIS Development of 66 wards for Kochi Municipal Corporation

Ref: RFP No. <<.....>> **dated** <<>>

Dear Sir,

I (in case of single bidder) or We, <<name of the undersigned Bidder and consortium members>>, having read and examined in detail all the bidding documents in respect of **“Request for Proposal for Service Provider for the Implementation of Geospatial Management Information System including GIS & Multi-Purpose Household Survey, Base Map Generation, 3D Mapping, LiDAR Survey, Web GIS Development for selected wards of the Kochi Municipal Corporation”** do hereby propose to provide our services as specified in the bid submitted by us.

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.

We declare that all the services shall be performed strictly in accordance with the RFP documents. We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to KIIFCON, Government of Kerala 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 the department in its evaluation process. We also confirm that we shall not attract conflict of

interest in principle.

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance bank guarantee in the form prescribed at Annexure 5 (a) of Section 9 of the RFP Volume I.

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

We understand that our bid is binding on us and that you are not bound to accept a Bid you receive. This bid is valid for 180 days after opening of technical bid. We shall extend the validity of the bid if required by KIIFCON.

Thanking you,

yours sincerely,

(Signature of the Lead Bidder) Printed

Name

Designation

Seal Date: Place:

Business Address:

7.3 Credential Summary

Sl #	Project Name	Client Name	Client Type	Project Value (in INR)	Project Components	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1							
2							
3							
4							
5							
6							

- Client type – Indicate whether the client is Government or PSU or Private
- Project Components – Indicate the major project components like setting up of NOC, Wide Area Network, city/ public Wi-Fi, application development for security surveillance, command and control center, Maintenance, Hardware procurement and deployment, DC setup and maintenance, Facility management services, provisioning manpower, IT support and maintenance
- Documentary evidence provided – Indicate the documentary evidence provided with the detailed project credential like work order or purchase order or completion certificate or letter of appointment
- Project Status – Completed (date of project completion) or Ongoing (project start da

7.4 Bidder's Experience - Client Citations

Prime Bidder or Consortium member is requested to furnish the credentials in the following format for both Pre-qualification and Technical criterion. All credentials should be followed by relevant documentary proof.

Name of the Project & Location	
Client's Name and Complete Address	
Narrative description of project	
Contract value for the bidder (in INR)	
Date of Start	
Date of Completion	
Activities undertaken by prime bidder or consortium member	

N.B - If the project is ongoing, bidder must clearly specify which of the stages/phases/milestones are completed and which are ongoing and at what stage of completion and produce a self-certificate as per the format provided in Section

7.5 Overview of Proposed Solution

7.5.1 Structure of Proposed Solution

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

Sl. No.	Item
1.	<p>Understanding of requirement and Implementation approach</p> <ul style="list-style-type: none"> • Understanding of requirements • Work Plan & its adequacy
2.	<p>Robustness and quality</p> <ul style="list-style-type: none"> • End to end integrated solution proposed • Hardware deployment and integration approach encompassing all solutions • Timelines and modalities for implementation in a time bound manner • Project implementation approach or strategy and operations and maintenance plan including comprehensiveness of fallback strategy and planning during rollout • Any other area relevant to the scope of work and other requirements of the project
3.	<p>Assessment of Manpower deployment, Training and Handholding plan</p> <ul style="list-style-type: none"> • Deployment strategy of Manpower • Contingency management • Mobilization of existing resources and additional resources as required • Training and handholding strategy

7.5.2 Project Plan

Within 15 calendar days of Effective Date of the contract/ Issuance of LoI, Service Provider shall submit to the designated authority for its approval a detailed Project Plan with details of the project showing the sequence, procedure and method in which it proposes to carry out the works. The Plan so submitted by the Service Provider shall conform to the requirements and timelines specified in the Contract. The designated authority and Service Provider shall discuss and agree upon the work procedures to be followed for effective execution of the works, which Service Provider intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure,

proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract. Approval by the designated authority's Representative of the Project Plan shall not relieve Service Provider of any of his duties or responsibilities under the Contract.

If Service Provider's work plans necessitate a disruption/ shutdown in designated authority's operation, the plan shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of Service Provider to develop/adhere such a work plan shall be to his account.

A Detailed Project Plan covering break-up of each phase into the key activities, along with the start and end dates must be provided as per format given below.

Activity-wise Timelines											
Sl. No.	Item of Activity	Month wise Program									
		1	2	3	4	5	6	7	8	9	10
1	Project Plan										
1.1	Activity 1										
1.2	Sub-Activity 1										

Note: The above activity chart is just for the purpose of illustration. Bidders are requested to provide detailed activity & phase wise timelines for executing the project with details of deliverables & milestones as per their bid.

7.5.3 Manpower Plan

I. Till Go-Live(Implementation)

Manpower distribution								
S. No.	Name	Role	Month wise time to be spent by each personnel (in days)Total					
			Month 1	Month 2	Month 3	Month 12
1								
2								
3								
4								

7.6 Curriculum Vitae (CV) of Team Members (For data updation Stage)

Name:				
1. Proposed position or role	<i>(only one candidate shall be nominated for each position)</i>			
2. Date of Birth		Nationality		
3. Education	Qualification	Name of School or College or University	Degree Obtained	Year of Passing
4. Years of Experience				
5. Areas of Expertise and no. of years of experience in this area	<i>(as required for the Profile)</i>			
6. Certifications and Training attended				
7. Employment Record	Employer	Position	From	To
	<i>[Starting with present position and last 2 firms, list in reverse order, giving for each employment: dates of employment, name of employing organization, positions held.]</i>			
8. Detailed Tasks Assigned	<i>(List all tasks to be performed under this project)</i>			

7.7 Relevant Work Undertaken that best illustrates the experience as required for the Role

Project 1	
Name of assignment	
Year	
Location	
Employer	
Main project features	
Position held	
Activities performed	
Project 2	
Name of assignment	
Year	
Location	
Employer	
Main project features	
Position held	
Activities performed	

7.8 Compliance to Requirement (Technical / Functional Specifications)

The bidder should provide compliance to the requirement specifications (both technical and functional) specified in Volume II of this RFP. The same should be reproduced here, and compliance against each requirement line item should be marked.

7.9 Proposed Bill of Material

The Bidder should provide the proposed Bill of Material (BoM) here. Bidders are required to mention the details of the make/brand and model against each line item, wherever applicable. Only single OEM against each line item is allowed. The bid can be considered non-responsive in the absence of such details or with multiple OEMs. Once the bidder provides this information in the submitted bid, the bidder cannot change it with any other component / equipment etc. of lower specifications / performance; it can only be upgraded at the time of actual deployment/installation.

The lists of items mentioned in Vol II are indicative. The Bidder shall consider the components and quantity to fulfil the RFP and project requirements in totality and bid accordingly.

7.10 Manufacturers'/Producers' Authorization Form

(This form has to be provided by the OEMs of the hardware and software solutions proposed. This letter should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.)

To,

Place
Date

Director(Projects & Engineering)
KIIFCON Pvt Ltd
Thiruvananthapuram, Kerala, India

Subject: Manufacturer's Authorization Form

Ref: RFP No. <<.....>> dated <<>>

Dear Sir,

We (Name of the OEM) who are established and reputable manufacturers of (List of Goods) having factories or product development centers at the locations or as per lis tattached, do hereby authorize. (Name and address of the Bidder) to bid, negotiate and conclude the contract with you against RFP No._____Dated_____ for the above goods manufactured or developed by us.

We hereby extend, our warranty for the hardware goods supplied by the bidder and or maintenance or support services for software products against this invitation for bid by (Name of the Bidder) as per requirements and for the duration of contract as specified in this RFP.

We also confirm that our offered products or technology are not end of- sale till 24 months from the date of RFP release and are not end-of-support till 5 years from the date of award of contract.

Thanking you,

Yours

faithfully,

(Signature)

For and on behalf of: (Name of the OEM)

Authorized Signatory

Name:

Designation:

Place:

Date:

7.11 Anti-Collusion Certificate

[Certificate should be provided by Lead Bidder and on letter head]

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Bid **for Request for Proposal for Selection of Service Provider for the Implementation of Geospatial Management Information System including GIS & 3D Digital Twin Generation, LiDAR Survey, Base Map Generation, Multi-Purpose Household Survey, Web GIS Development of 66 wards for Kochi Municipal Corporation** , against the RFP issued by KIIFCON, we have not acted in concert or in collusion with any other Bidder or its consortium or other person(s) and also not done any act, deed for future or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

(Signature of the Lead Bidder)

Printed

Name

Designation

Seal

Date:

Place:

Business Address:

8 Annexure 5 (a) – Performance Bank Guarantee

Ref:

Date

Bank Guarantee No.

<Name>

<Designation>

<Address><Phone

Nos.><Fax Nos.>

<Email id>

Whereas, <<**name of the supplier and address**>> (hereinafter called “the selected agency”) has undertaken, in pursuance of contract no. <**Insert Contract No.**> dated. <**Date**> to provide Implementation services for

<<**Name of the assignment**>> to KIIFCON (hereinafter called “the KIIFCON”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <**Name of Bank**> a banking company incorporated and having its head/registered office at

<**Address of Registered Office**> and having one of its office at <**Address of Local Office**> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <**Insert Value**> (**Rupees <Insert Value in Words>** only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the selected agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<**Insert Date**>>)

notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <**Insert Value**> (Rupees <**Insert Value in Words**>only).

II. This bank guarantee shall be valid up to <**Insert Expiry Date**>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <**Insert Expiry Date**>) failing which our liability under the guarantee will automatically cease.

Date _____

Place _____

Signature _____

Witness _____

Printed name _____

(Bank's common seal)

9 Annexure 5 (b) – Bank Guarantee for Earnest Money Deposit

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas <<Name of the bidder>> (hereinafter called 'the selected agency') has submitted the bid for Submission of RFP <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <<KIIFCON>> .

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

The conditions of this obligation are:

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees

<<Amount in words>> only)

II. This Bank Guarantee shall be valid up to <<insert date>>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

10 Annexure 6 – Non-Disclosure Agreement

WHEREAS, we the undersigned Bidder, _____, having our principal place of business or registered office at _____, are desirous of bidding for RFP No. <<>> dated <<DD-MM-YYYY>> “Request for Proposal for Selection of Service Provider for the Implementation of Geospatial Management Information System including GIS & 3D Digital Twin Generation, LiDAR Survey, Base Map Generation, Multi-Purpose Household Survey, Web GIS Development of 66 wards for Kochi Municipal Corporation ” (hereinafter called the said 'RFP') to the “KIIFCON Pvt Ltd”, hereinafter referred to as 'KIIFCON' and,

WHEREAS, the Bidder is aware and confirms that the KIIFCON’s business or operations, information, application or software, hardware, business data, architecture schematics, designs, storage media and other information or documents made available by the KIIFCON in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and or proprietary to the KIIFCON,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the KIIFCON's grant to the Bidder of specific access to KIIFCON's confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions. It is hereby agreed as under:

1. The confidential information to be disclosed by the KIIFCON under this Agreement (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, security or zoning strategies & policies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the KIIFCON.
2. Confidential Information does not include information which:
 - a) the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - b) information in the public domain as a matter of law;
 - c) is obtained by the Bidder from a third party without any obligation of confidentiality;

- d) the Bidder is required to disclose by order of a competent court or regulatory KIIFCON;
- e) is released from confidentiality with the written consent of the KIIFCON.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:

- a) to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
- b) to only make copies as specifically authorized by the prior written consent of the KIIFCON and with the same confidential or proprietary notices as may be printed or displayed on the original;
- c) to restrict access and disclosure of Confidential Information to their employees, agents, consortium members and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- d) to treat Confidential Information as confidential unless and until KIIFCON expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.

4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the KIIFCON or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the KIIFCON while on or off premises of the KIIFCON. It is understood that it would be impractical for the KIIFCON to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe

custody of the Confidential Information and to prevent unauthorized access to it.

6. The Bidder agrees that upon termination or expiry of this Agreement or at any time during its currency, at the request of the KIIFCON, the Bidder shall promptly deliver to the KIIFCON the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

7. Confidential Information shall at all times remain the sole and exclusive property of the KIIFCON. Upon completion of the Tendering process and or termination of the contract or at any time during its currency, at the request of the KIIFCON, the Bidder shall promptly deliver to the KIIFCON the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the KIIFCON. Without prejudice to the above the Bidder shall promptly certify to the KIIFCON, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the KIIFCON in respect of the Confidential Information.

8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the KIIFCON to enable the KIIFCON to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the KIIFCON. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

(BIDDER)

Authorized Signatory

Office Seal:

Name:

Place:

Designation:

Date:

11 Annexure 7 – Consortium Agreement

DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

[On Non-judicial stamp paper of INR 100 duly attested by notary public]

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

(Hereinafter referred as "") and having office

at [Address], as Party of the Second Part and

(Hereinafter referred as " ") and having office at [Address], as Party of the Third

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

WHEREAS KIIFCON, Thiruvananthapuram, Kerala has issued a Request for Proposal dated [Date] (RFP) from the Applicants interested in **Request for Proposal for Selection of Service Provider for the Implementation of Geospatial Management Information System including GIS & Multi- Purpose Household Survey, Base Map Generation, 3D Mapping, LiDAR Survey, Web GIS Development for selected wards of the Kochi Municipal Corporation :**

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

As MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
 - a. Submit a response jointly to Bid for the **“Request for Proposal for Selection of Service Provider for the Implementation of Geospatial Management Information System including GIS & Multi-Purpose Household Survey, Base Map Generation, 3D Mapping, LiDAR Survey, Web GIS**

Development for selected wards of the Kochi Municipal Corporation” as a Consortium.

- b. Sign Contract in case of award.
- c. Provide and perform the supplies and services, which would be ordered by the KIIFCON pursuant to the Contract.
 - ii. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the KIIFCON for “Request for Proposal for Service Provider for the Implementation of Geospatial Management Information System including GIS & 3D Digital Twin Generation, LiDAR Survey, Base Map Generation, Multi-Purpose Household Survey, Web GIS Development of 66 wards for Kochi Municipal Corporation ” for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.
 - iii. The Lead Bidder shall be solely and severally responsible and bound towards the KIIFCON for the performance of the works in accordance with the terms and conditions of the BID document, and Contract. The consortium members, if any will support the lead bidder in successful implementation of the objectives.
 - iv. (Name of Party) shall act as Lead Partner of the Consortium. As such, it shall act as the coordinator of the Party’s combined activities and shall carry out the following functions:
 - a. To ensure the technical, commercial and administrative co-ordination of the work package
 - b. To lead the contract negotiations of the work package with the KIIFCON.
 - c. The Lead partner is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
 - d. In case of an award, act as channel of communication between the KIIFCON and the Parties to execute the Contract
 - v. That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.
 - vi. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below: Party A:

Party B:

Party C:

vii. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.

viii. That this MoU shall be governed in accordance with the laws of India and courts in Thiruvananthapuram shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

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

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

Witness:

i.

ii.

12 Annexure 8 - Format for Power of Attorney to Authorize Signatory

POWER OF ATTORNEY

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

We, M/s. _____ (name of the firm or company with address of the registered office) here by constitute, appoint and authorize Mr./ Ms. _____ (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with (Client) and thereafter till the expiry of the Project Agreement.

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

(Add in the case of a Consortium)

Our firm is a Member or Lead bidder of the Consortium of _____, _____ and _____.

Dated this the _____ day of _____ 2015

(Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Notes:

- a. *To be executed by all the members individually.*
- b. *The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

13 Annexure 9 - Format for Power of Attorney for Lead bidder of Consortium

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

Whereas _____ has invited RFP response for _____ (Name of the Project)

Whereas, the Members of the Consortium comprising of M/s. _____, M/s. _____, M/s. _____ and M/s. _____ (the respective names and addresses of the registered offices to be given) are interested in bidding for the Project and implementing the same in accordance with the terms and conditions contained in the RFP Documents.

Whereas, it is necessary for the members of the Consortium to designate one of them as the lead member with all necessary power and KIIFCON to do, for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's RFP response for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, M/s. _____ and M/s. _____ and M/s. _____ hereby designate M/s. _____

being one of the members of the Consortium, as the lead member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's RFP response for the Project, including submission of the RFP response, participating in meetings, responding to queries, submission of information or documents and generally to represent the Consortium in all its dealings with Client or any other Government Agency or any person, in connection with the Project until culmination of the process of bidding till the Project Agreement is entered into with Client and thereafter till the expiry of the Project Agreement.

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



Dated this the ____ day of _2018

(Signature)

(Name in Block Letter of Executant) [Seal of Company]

Witness 1

Witness 2

Notes:

To be executed by all the members individually, in case of a Consortium.

The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.



KIIFCON Pvt Ltd
National Competitive Bidding

Volume II: Scope of Work

For the
Selection of Service Provider for the Implementation of
Geospatial Management Information System including GIS &
3D Digital Twin Generation, LiDAR Survey, Base Map
Generation, Multi-Purpose Household Survey, Web GIS
Development of 66 wards for Kochi Municipal Corporation

Issued: 15th March 2024

Director (Projects & Engineering)
KIIFCON Pvt.Ltd
7th Floor, Felicity Square,
Opp. AG's Office, MG Road, Near Statue,
Thiruvananthapuram – 695 001, India
E-mail: kiifcon@kiifb.or
Website: <https://www.kiifcon.com>

Contents

1 Project Background	3
1.1 Objectives of the project	4
2 Scope Methodology	6
2.1 Generation of Digital Twin	6
2.2 Building Property Survey	13
2.3 Development of GIS application and Portal	13
2.3.1 Functional Requirements of Web-GIS Application	13
2.4 Data Validation	15
2.4.1 GIS Data Validation	15
2.4.2 Survey Data Validation	15
2.4.3 Post-Implementation Services	15
3 Output Deliverables	16
3.1 Aerial and Drone Imagery Data	16
3.2 DGPS	16
3.3 Basemap Layers	16
3.4 Property Survey Data	16
3.5 3D City Model	16
3.6 Additional points to be added on: Data handling and Data Security	17
Annexure 1 -Land base Layers for Basemap Generation	18
Annexure 2- Data Dictionary & Questionnaire Attributes	19

1 Project Background

Kochi is among the 100 smart cities selected in 3rd round of smart cities challenge under Smart City Mission by the Ministry of Housing and Urban Affairs, Government of India (formerly, Ministry of Urban Development). In this context, Kochi has incorporated a special purpose vehicle (SPV) – Cochin Smart Mission Limited (KIIFCON) to plan, design, implement, coordinate and monitor the smart city projects in Kochi. It has been incorporated under Company Act, 2013.

Smart Cities are the result of a dynamic process that develops along six dimensions: smart economy, smart people, smart mobility, smart environment, smart living, and smart governance. These six dimensions identify urban growth and development, and are based on theories of regional competitiveness, human and social capital, participation of citizens in the governance of cities, transport and ICT economics, natural resources, and quality of life and provide an image of how much a given community has achieved in the process of transforming itself into a smart city, and can be used to rank or describe the development towards ‘Smart City’ status.

GIS (Geographic Information System) is a computer-based system that is used to capture, store, manipulate, analyze, manage, and present geographic data. In the context of Kochi Corporation, GIS is likely used to manage and analyze various geographical data related to the city, such as population data, land use, infrastructure, and other relevant information. This information can be used for various purposes, such as urban planning, resource management, emergency response, and decision-making.

Geographic Information System (GIS) technology has found its way into many smart cities across India. Many smart cities now rely on GIS technology as a support tool to design development plans to make important decisions. Geographic Information System (GIS) activities are undertaken for the implementation of database generation, planning, preservation, and proper. Smart Cities also require fast and easy access to digital maps and data which needs an Enterprise GIS Platform to meet the current and future needs in a manner that is efficient, and cost-effective to meet its objective. Provided that a city authority connects with the city through a map for planning and city management, GIS will play a key technology linked to the success of the different implementation programs.

The Geospatial Management Information System (GMIS) is envisaged as part of an “information infrastructure” needed for providing effective municipal services as a decision support system and a solution providing information sharing across multiple departments, apart from bringing in greater efficiency, speedy decision-making, and transparency in the functioning of the smart cities. The solutions are mainly centrally managed GMIS providing the advantage through the single, centrally managed platform that is scalable to support multiple users from anywhere any time. The Implementation of the GMIS at Kochi Smart City is planned to provide a robust and reliable decision support system to KMC officials by integrating the GIS data with proposed base maps, web GIS platform, and the integration with existing sub-systems. On this occasion, the KIIFCON proposed to select the Selection of Service Provider for the Implementation of Geospatial Management Information System including GIS & 3D Digital Twin Generation, LiDAR Survey, Base Map Generation, Multi-Purpose Household Survey, Web GIS Development of 66 wards for Kochi Municipal Corporation .

Successful Bidder/System Integrator is supposed to:

1. **Gathering Existing Data:** Gather geographical and infrastructure data from pertinent stakeholders, encompassing the Kochi Municipal Corporation (KMC) and various government departments. After the data collection phase, it is imperative to conduct data quality assessments to ensure data reliability and accuracy.
2. **Acquire Data:** Obtain historical aerial imagery, property tax records, and GIS datasets that are available.
3. **Stereo Image Acquisition:** Acquire stereo images with a Ground Sampling Distance (GSD) of better than 5cm resolution using manned aircraft.
4. **Image Processing and Ortho-rectification:** Process and ortho-rectify images acquired from manned aircraft to ensure accurate spatial representation.
5. **GIS Base Map Creation:** Digitize physical features such as roads, building footprints, railway lines, road dividers, footpaths, and water bodies at a 1:500 scale using existing maps, field surveys, or aerial imagery.
6. **LiDAR Survey:** Conduct a Light Detection and Ranging (LiDAR) survey in the Kochi Municipal Corporation area to create 3D models of existing infrastructure.
7. **3D Digital Model Creation:** Generate a 3D digital model of the study area based on the collected data.
8. **Geo-enabled Property Tax Survey:** Use mobile/handheld devices to conduct a property tax survey for buildings and property details.
9. **Data Integration:** Integrate all surveyed data with the GIS database of KMC for a comprehensive dataset.
10. **Web-Based System Development:** Design and develop a web-based system that incorporates the integrated data and provides a visualization tool for attribute and spatial data.
11. **Data Analysis:** Analyze the integrated data in conjunction with property data available with KMC to identify any discrepancies from a property tax perspective.
12. **Training and Support:** Provide training and handholding support to stakeholders involved in using the system.
13. **Customization:** Offer a dedicated development team to undertake future customization of the application based on the requirements of various user departments.
14. **Integration with Smart City Solutions:** Ensure the capability to integrate with the Integrated Command and Control Center (IC4) and other Smart City solutions.

1.1 Objectives of the project

- LiDAR and Optical Imaging and 3D digital twin preparation for the wards covering Kochi Municipal Corporation (KMC) Area with a geographical area of 87 sq. km.
- Multipurpose Household Survey for nearly 3.5 Lakhs building assets in the entire corporation limit.
- Create solutions and use cases with collected spatial and non-spatial data for municipal administration.
- Mapping of storm water drain and create drain map of the project area

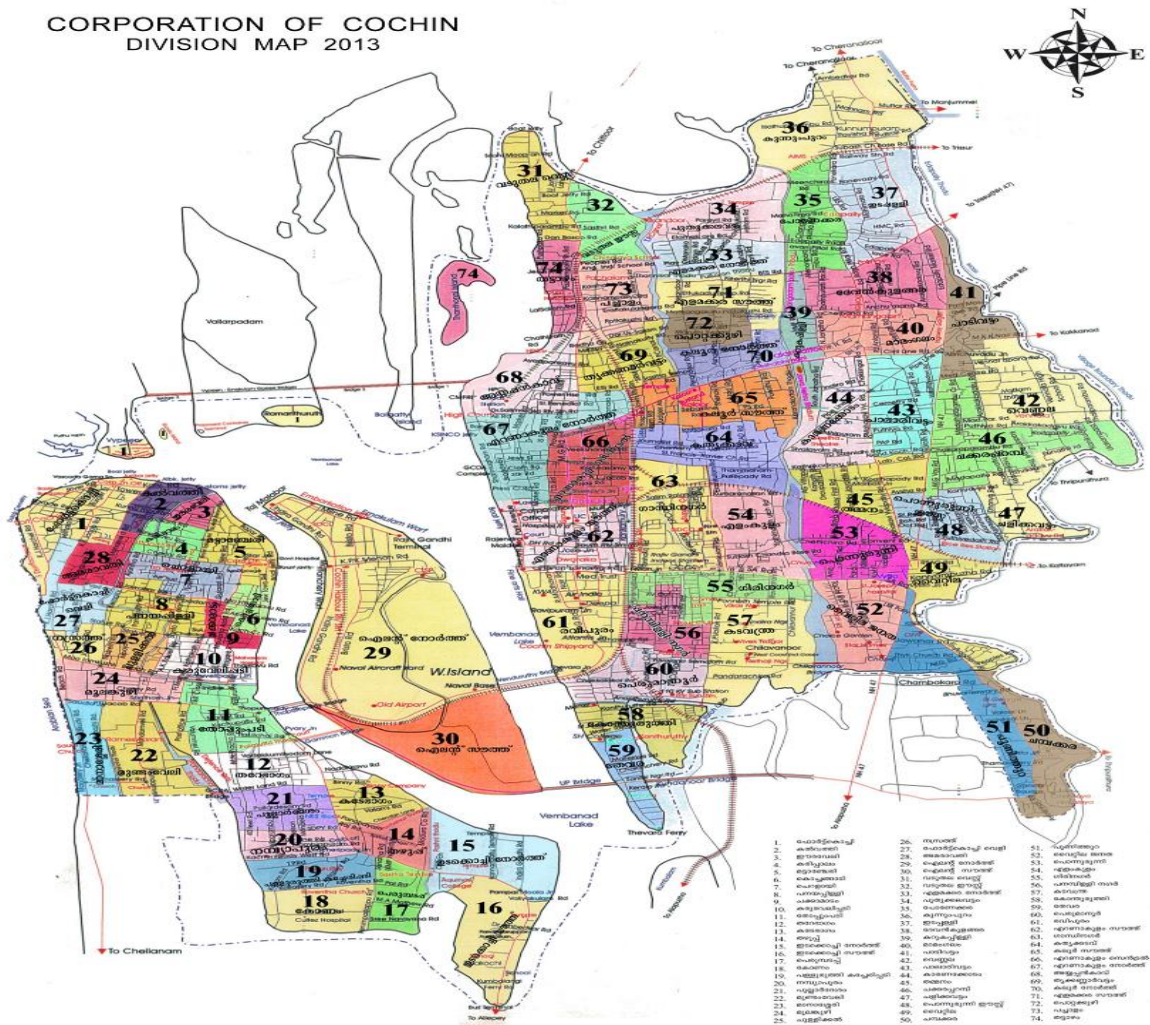


Figure 1 Wards covering KMC Area

2 Scope Methodology

Data Collection specifications

The Selected Bidder must follow all (but not limited to) below mentioned guidelines and standards issued by different Government Departments/Ministries related to spatial data collection, storage, and dissemination:

- Remote Sensing Image Standards
- Spatial Reference Standards
- Geo-spatial Data Content and GIS Database Standards
- Quality Assurance/Quality Check
- GIS database dissemination to ULBs for Master Plan formulation
- Metadata standards
- Design and Standards - Formulation of GIS-based Master Plan for AMRUT Cities

This section has been divided into multiple components based on the functional requirements.

2.1 Generation of Digital Twin

The selected bidder should perform the following task to generate the Digital Twin of the study area.

a. Creation of Ground Control Network

The selected bidder is required to establish a grid of high precision Ground Control Points (GCP) or Ground Control Network (GCN). This GCN or set of GCP(s) are also required to establish & co-relate heterogeneous data from multiple devices/ sensors/ mechanism. The Survey of India Benchmark to be located during the reconnaissance survey. The entire vertical control shall be linked to the SOI Benchmark for conversion of LiDAR data to MSL.

Fundamental Spatial Accuracy Requirement

Fundamental spatial accuracy of the GCN survey must conform to the following standard:

- Fundamental Vertical Accuracy (FVA) $\leq \pm 15$ cm.
- Fundamental Horizontal Accuracy (FHA) $\leq \pm 15$ cm.

b. Field Data Acquisition

The selected bidder is required to perform fresh data acquisition of the provided AoI using multiple methods to ensure the best possible AOI data for creation of Digital twin. The 3D Model thus developed shall act as the base for the to-be developed Digital twin. To ensure the developed model is accurate and to speed up the entire process of data capture, ortho-rectification, geo-referencing, etc. a mix of Photogrammetry and LiDAR techniques needs to be adopted.

Aerial Data acquisition of the identified AoI

The selected vendor shall acquire aerial data including Aerial Imagery & Airborne LiDAR of the identified area using manned aircraft. Aerial imagery shall be used for defining the

geometry and photorealistic facades of AOI including all sides of buildings and rooflines whereas the Airborne LiDAR shall be used to improve accuracy as well as for generating high precision DEM. The Aerial Imagery shall also be supplemented with street level imagery as and when required.

Requirements for data acquisition using Manned Aircraft:

- ✓ Bidder to capture area using hybrid manned aerial system that tightly integrates photogrammetry (Nadir-1No; Oblique – 4Nos.) and LiDAR sensor together.
- ✓ Bidder shall deploy manned aircraft for aerial data acquisition
- ✓ Bidder shall obtain necessary clearances, permissions from appropriate authorities for aerial data acquisition.
- ✓ Bidder shall mobilize all necessary equipment, software and hardware at site location required for carrying out data acquisition.
- ✓ Bidder to acquire better than 5 cm GSD Nadir aerial images
- ✓ Maintain minimum Forward and Side Overlap as 70:70
- ✓ Flight lines shall not be single flight lines/ strips and must be as straight and parallel as possible.
- ✓ The Bidder shall acquire natural color aerial photography in RGB and along with LiDAR Data of the project area during the Project Execution. This photography will primarily be used to produce true orthophoto. LiDAR Data will be used to produce High Resolution Digital Elevation Model.
- ✓ Post processing of aerial data to prepare 3D Digital Twin Reality Mesh Model, Aerial LiDAR, Digital Orthophoto, Digital Elevation Model, Digital Surface Model
- ✓ Cloud cover: Images should be free as far as of clouds and cloud shadows. No photography will be accepted with clouds or cloud shadows appearing on more than 15 percent of the area in any one final ortho-rectified image tile.
- ✓ The correctness of image is to be checked with respect to any issues in the coverage, and file format.
- ✓ Solar angle should be greater than 30°
- ✓ Captured radiometric resolution shall be at least 12 bits/pixel (bpp) for each band/channel
- ✓ The photo missions shall be executed within the shortest possible timeframe to insure consistent ground and lighting conditions.
- ✓ Only the Aircraft based data captured must be used by the selected bidder for the preparation of base data.
- ✓ The following weather conditions are a minimum that should be met or exceeded during the photo missions.
- **Cloud cover:** Images should be free of clouds and cloud shadows. No photography will be accepted with clouds or cloud shadows appearing on more than 15 percent of the area in any one final ortho-rectified image tile.

- **Ground conditions:** Weather conditions (such as smoke) that might obscure ground detail should be avoided as much as possible.
 - ✓ The bidder shall acquire aerial data viz. Aerial Imagery & Airborne LiDAR point clouds of the BMC project area. Aerial imagery shall be used for defining the geometry and facades of cityscape including all visible sides of buildings and rooflines whereas the Airborne LiDAR shall be used to improve accuracy as well as for generating high precision DEM.
 - ✓ All raw images captured during the process shall be geo-tagged to allow easy identification and searching of same for future reference.
 - ✓ The Bidder shall be responsible for operating and maintaining aircraft used in conformance with all governing authority's regulations.

Aerial hybrid sensor specifications.

- **Digital Camera specification for fixed-wing Aircraft**
 - ✓ Sensor pixel size should be 3.76 μm or higher
 - ✓ GSD/ pixel size of the Aerial Image shall be +/- 5 cm.
 - ✓ 1 Nadir RGB Camera & 4 Off-Nadir (Oblique) RGB Camera system shall be available.
 - ✓ 1 Nadir NIR Camera shall be available.
 - ✓ The size of sensor (resolution) shall be 150 Mega Pixel or better.
 - ✓ Off Nadir Camera angle shall be from 30° to 60°.
 - ✓ Focal length for Nadir RGB camera shall be more than or equal to 50 mm to enable higher resolution image capture at higher flying heights.
 - ✓ Focal length for Off Nadir RGB cameras shall be more than or equal to 70 mm to enable higher resolution image capture at higher flying heights.
- **Airborne LiDAR Specification for fixed-wing Aircraft**
 - ✓ Data collection shall be capable of multiple returns per pulse.
 - ✓ LiDAR Pulse repetition frequency Up to 2 MHz
 - ✓ Scan speed 60 – 150 Hz (120-300 scan lines/sec)
 - ✓ System shall have one or more on board (roving) Global Navigation Satellite System (GNSS) dual frequency receivers capable of real-time kinematic (RTK) data, and kinematic data that can be post processed.
 - ✓ Data shall be collected in cloud/fog free weather.
 - ✓ LiDAR system shall be certified for safety issues (eye safe)
 - ✓ GPS Time stamp shall be recorded and delivered for each point.
 - ✓ Reference measurement unit shall be in meters.
 - ✓ Airborne LiDAR system shall be capable of 10 or better points/m²
 - ✓ The GNSS employed in the LIDAR system shall meet or exceed the following performance specifications:
 - Update rate of minimum 10 Hz
 - Track minimum 250+ individual channels over multiple constellations

- ✓ The Inertial Measurement Unit (IMU) employed in the LIDAR system shall meet or exceed the following performance specifications:
 - Accuracy in roll and pitch (RMS): 0.003°
 - Accuracy in heading (RMS): 0.004°
 - Minimum 200 Hz Fiber-Optic Gyro (FOG) based IMU
- ✓ Airborne LiDAR system shall be capable of data capturing in between 20°-40° FOV.
- ✓ The aerial hybrid sensor (Optical RGB and LiDAR) should have high throughput and accuracy. The most current manufacturer's calibration report shall be submitted with the response to these specifications for each camera system to be used on this project. The absence of a calibration report may be cause for disqualification of the Bidder
- ✓ A report detailing the calibration of the sensor system shall be submitted covering each of the following topics:
 - a. System calibration (focal length, lens distortion, principal point location, and radiometric calibration etc.),
 - b. Bore sight calibration values
 - c. Sensor-to-GPS-antenna offset determinations.
- ✓ Digital sensor systems must be compatible with precision stereoscopic mapping or softcopy systems and with measurement procedures used in photogrammetric surveys and in preparing accurate Orthophotos.
- ✓ Bidders not conforming to the specifications of the aircraft sensors shall be subjected to disqualification.

Street LiDAR Survey

The selected bidder shall also perform Street LiDAR Survey to capture the Street view/ 360° view of all roadside structures. The LiDAR Survey shall be primarily used for asset collection and classification; along with same it shall also be used for generation of Street view/ 360° view using a combination of Mobile/ Terrestrial/ Backpack/ Cart/ Trolley Lidar System, accompanying 360-degree camera and Aerial Imagery.

The selected bidder is required to perform LiDAR Survey of identified roads/ streets falling in the selected AoI. The selected bidder shall submit its plan for Street LiDAR Survey for selected part / zone of the City depending upon the requirement, specifying the road length, type of LiDAR equipment's (Vehicle based / Trolley / Cart / Backpack / terrestrial) and obtain approval for the same from time to time. Length of road with divider shall be considered twice if vehicle is required to travel on both sides of the road.

The selected bidders need to ensure that the surroundings captured include the boundaries of structures, adjoining walls, location of traffic lights / signals, etc. This shall assist to accurately locate building structures to be developed using images.

Specifications of LiDAR shall be as per below:

- a. MLS shall have one or more on board (roving) Global Navigation Satellite System
- b. (GNSS) dual frequency receivers capable of real-time kinematic (RTK) data, and kinematic data that can be post processed.

- c. Base Station shall have one or more Static GNSS dual frequency receivers, capable of simultaneous collection and storage of real-time kinematic (RTK) data, and kinematic data that can be post processed.
- d. MLS shall have an inbuilt IMU (Inertial measurement unit) and distance measurement instrument (DMI).
- e. MLS shall be certified for safety issues (eye safe)
- f. There shall be minimum 20% overlap along the sides of the scan, more overlap shall be used to cover critical areas where high accuracy surfaces are needed
- g. Data shall be collected in the time periods with minimum obstacles/traffic present such as early mornings.
- h. All LAS files header should include geo-referenced information as WKT (well-known text).

c. Generation of Digital Elevation Models (DEM)

The selected bidder is required to generate Digital Elevation Model (DEM including DSM & DTM) using aerial LiDAR point cloud. The selected bidder is required to use available/ advanced technologies to generate the DEM. The selected bidder shall generate the DEM using LiDAR data. Wherever required, the selected bidder may also use other available data like GCP, Stereo Model, etc.

The selected bidder shall generate DEM (DSM & DTM) for the identified AOI The DTM generated shall be of the below specification:

- a. Grid interval of the DEM shall be 50cm or better.
- b. DEM shall be delivered in an industry-standard, GIS-compatible, 32-bit floating point raster format.
- c. Geo-reference information should be in or accompanying each raster file.
- d. Void areas (for example, areas outside the AOI but within the project tiling scheme)
- e. coded using a unique "NODATA" value. This value will be identified in the appropriate location within the raster file header or external support files (for example, aux).
- f. Road or other travel ways over culverts intact in the surface.
- g. QA/QC analysis materials shall be delivered for the absolute vertical accuracy assessment.
- h. DTM shall be rigorously corrected for different categories of vegetation, different heights of built-up areas, etc.
- i. Break lines shall be properly incorporated on the edges of the river, water bodies and hilly area.
- j. DTM data shall be seamless across edges.

d. Generation of Intermediate Products

The selected bidder is required to generate the below mentioned intermediate products which may be used along with the 3D City Models or independently:

Ortho-Mosaic

The selected bidder shall generate True-Ortho Mosaic of the identified AoI. Since, Orthophotos are geometrically corrected, the same can be used as map layers or for layer mapping. Bidders shall prepare Digital Orthophoto using off the shelf photogrammetry software using fully automatic Aerial Triangulation method.

Specifications of the final Ortho-Mosaic Data shall be as under:

- (a) Ortho-Mosaic shall be delivered in an industry-standard, GIS-compatible, 16-bit
- (b) raster format.
- (c) Ortho-Mosaic image shall be seamless in nature.
- (d) Geo-reference information shall be in or accompanying each raster file.
- (e) Ortho-Mosaic shall be delivered in Tiles, without overlap.
- (f) Ortho Image shall cover the complete AOI with no omissions i.e. there shall not be any Cloud cover, smoke/haze, corrupt data, and void areas.
- (g) Whole image shall be covered by DEM.
- (h) There shall not be any wiped area in the image.
- (i) There shall not be any feature/image duplicity in the image.
- (j) There shall not be any feature cut/clip, tilt in the image.
- (k) There shall not be any missing data in the image.
- (l) Extreme tonal or colour variation shall be proper across seam lines.

e. Generation of Base Map

The Selected Bidder shall create a detailed common base map which shall be containing the GIS layer as listed in this RFP but not limited to that using Aerial Imagery. In order to prepare the base map, the Selected Bidder shall collect relevant layers from Departments and digitize the data layers which are not available with the concerned departments. The Selected bidder should also have expertise in generating maps compatible with 3D Digital Twin of the area of interest and 3D layers too.

The successful bidder shall be responsible for the creation of a base map compiling the required land base layers, including but not to be limited to the following:

- Transport Network - Roads, Railway Line, Footpath, Bridges
- Building - Commercial/ Industrial buildings, Private/Public buildings, religious buildings, Historical buildings, Govt. buildings, etc.
- Land Use - Open space, Playground, Park, Campus boundary, Open plot
- Water Bodies - River, Canal, Drainage, Lakes, Ponds, Pumping Station, Overhead tanks, WTP, Water supply office, Manholes, Hydrants
- Electric line - Street light
- Traffic Management - Traffic Control room, Traffic Signals, Public Parking, Bus stop
- Telecommunication networks - Telephone exchange, Mobile Towers
- Complete Storm water drain map of the project area

- Other Layers

f. Generation of 3D City Model

The selected bidder is required to prepare 3D reality mesh model consisting of Buildings, Roads, Bridges, Flyover, Tunnels, Railways, Mono, Metro, Street lights, Traffic signals, Water bodies, Trees, Landscapes, Open spaces, Airports, Gardens, Slum, and all other features having height with reference to Aerial data. The output from 3D mapping/modelling should be engineering grade. Every feature created in 3D map/model should be highly precise with respect to horizontal and vertical accuracy of 15 cm. 3D Models should be as per standard which must include 3D buildings and Super structures like Overhead water tank,

Chimney etc. covered in the model. 3D Models should be realistic and have accurate exterior 3D representation.

The specifications/ features of same shall be:

- 3D model should consist of minimum Buildings, Roads, Bridges, Flyover, Tunnels, Railways, railway stations Mono, Metro, Street lights, Water bodies, Trees, Slum, and all other features having height.
- The 3D model should be developed using stereo Aerial Images /LiDAR (including Terrestrial vehicle mounted/backpack LiDAR). 3D models must be realistic and have accurate exterior 3D representation.
- The 3D output should be OGC complied.
- 3D model must be produced for all buildings. It must be mapped taking into consideration all sides of the existing buildings. The models must have all the details including all the visible superstructures such as rooftop structures, parapet walls, windows etc. The output of the 3D model should be very clean and with appropriate details.
- The 3D models shall be developed as per the requirement.
- 3D model shall have Photo realistic textures from street-view, vertical and oblique aerial images.
- 3D Model shall be realistic and having accurate exterior 3D representation
- 3D model shall have site details including landscaped areas, car parking, major signage or similar structures, bridges, Flyover Street overpasses and any other significant features.
- Shall be geo-referenced with the GCN
- Shall be seamless in Nature
- Shall depict all visible structure, asset, road, vegetation, etc.
- Shall have realistic view/textures.
- The 3D reality mesh should be accessible using web
- The application showing 3D reality mesh should have features/buttons to switch views from 2D maps, 3D maps, LiDAR dataset & 360° panoramic street view imagery in an intuitive manner.

- The application should support zoom-in, zoom-out, pan & other functionalities for 3D reality mesh model, 360° panoramic street view imagery & LiDAR dataset.

2.2 Building Property Survey

Asset register data pertaining to property (available with KMC/Corporation) to be made available to Selected Bidders prior to the field survey. This will help the surveyor to tag the location and photographs of a specific property to the attribute data. And then, in the case of the property survey should be conducted to collect the approved attributes. The SELECTED BIDDER should conduct the field survey for the collection of property attributes as per the details shared in Annexure 2. This survey is envisaged to capture the details of each of the properties within the AoI. The bidder shall be responsible for undertaking necessary Quality Assurance (QA) and Quality Checking (QC) activities and removing errors if any. After the QA/QC, the data should be pushed into the database and integrated with the base map.

2.3 Development of GIS application and Portal

The Selected Bidder should develop a web-based GIS application for KMC/CSML. This will cater to the viewing, analyzing, & utilizing of the Geographic Information needs of the different departments of KMC/CSML. This should also play a role as a decision support system for KMC/CSML departments for which the field information and geographic data play a vital role. Once the base map is digitized and integrated enterprise GIS setup is done, the GIS applications and Portal is to be developed for KMC and citizens too.

The system should be provided with a web interface and tools to view and edit tags of attribute information created from existing records, and information on identified properties with deviations and represented on the street level panoramic imagery and map; store, view, and edit observation information; search and display options with selection criteria; generate reports and option to export attribute information.

2.3.1 Functional Requirements of Web-GIS Application

The proposed Web_GIS Application should have the features and functionalities including but not limited to the following:

S. No.	Functionalities	Description
1	Navigation Toolbar	Pan View, Refresh Map Zoom to full extents Zoom In/ Zoom Out Zoom to Selected Features Move up/down/left/right
2	Descriptive Map Information Tool	When the mouse cursor hovers over each map feature, information should be shown based on the feature's attributes.
3	Searching Tools	Should allow users to search features by both pre-configured and dynamic based on unique values as follows; — Search by Zone, — Search by Ward — Search by Parcel ID, etc.

		Should allow the user to run the custom queries on the fly and save those queries for future use Should allow the user to run the spatial query on multiple layers with spatial operators
4	Distance and Area Measurements	Should have a distance measurements tool to allow the user to measure the length of irregularly shaped lines Should have area measurements tool to allow the user to measure irregularly shaped polygons Measurements should be shown using the metric and the imperial system.
5	Thematic Mapping	Should allow various thematic maps based on the attribute information available in databases
6	Visualization of 3D Data	Should have the facility to visualize 3D view of GIS Data layers
7	Visualization of Temporal Data	Should have facility to visualize time aware layers
8	Printing	Should have ability to print maps to a printer/plotter with the selection of paper size (A2, A1, A0, Letter, Tabloid etc.) and page orientation (landscape or portrait) Should have ability to export the map to a standard image format (BMP, TIF, JPEG and PDF file) Legend should be automatically adjusted based layers displayed in print area
9	Proximity Analysis Tool	Selecting the features based on their location relative to features in another layer.
10	Add Map Layers	Should allow the user to add GIS map layers Added new map layer should be overlaid on the existing map
11	Swipe Layer	Should have provision to easily compare the content of different layers in a map by sliding the swipe layer tool or move the mouse around the layer.
12	Hyperlinks	Should have the ability to hyperlink to documents, images, avi files and PDF files with the feature's attribute
13	Bookmark	Should have the ability to save a map view and be able to return to that exact view at a later date.
14	Around Me	Should have all the map layers (ATMs, Banks, Primary Schools, Churches, Fitness clubs, etc.) available to select & set the aerial distance.
15	Know your property	Searching one's property by property ID, phone number, and address
16	Know your Zone and Ward Number	Searching one's property by property ID, phone number, and address
17	Authority announcements	Any announcements made by Authority for citizens is to be displayed here
18	Routing	Find route from one place to another in the city

2.4 Data Validation

2.4.1 GIS Data Validation

- The Bidder shall check the source and reliability of the collected data from Kochi Municipal Corporation and document the details which can be taken into account and usage. Type of validation to be carried out on the available datasets from Kochi Municipal Corporation with the drone imagery shall be:
- Further the Bidder should carry out Geo-referencing of the drone imagery by using GCPs.
- These GCPs should be ascertained after survey using Differential GPS instruments. The Bidder also needs to prepare a Base Map using the available and fetched data and
- GCP Sampling: The 10% of GCPs will be randomly selected as a sample for the accuracy. In case of deviation in positional relative accuracy is found in any sample, the entire work of GCPs shall be rejected and bidder shall be required to rework.
- Reliability: The Bidder shall also check from the available data with Kochi Municipal Corporation, whether the data (spatial or non-spatial) is recent or accurate enough to be used and not obsolete.
- Data Validity: The Bidder shall make sure by taking a signoff from authorized officials of Kochi Municipal Corporation on the authenticity of the data taken from any department of Kochi Municipal Corporation.

2.4.2 Survey Data Validation

After completion of survey for each ward, the data needs to be validated by the Kochi Municipal Corporation officials. A sample size of 10% should be randomly selected from spatial grids of each ward for field verification purposes.

- Accuracy Requirement: More than 50% of the attributes in the GIS database should be collected during the field survey.
- Reliability: The attribute data collected should be reliable and verified during the validation process. There shouldn't be any errors in the attributes of house numbers as this data is crucial for address geocoding and integration with IC4 components.

2.4.3 Post-Implementation Services

As a part of post-Implementation services, the successful bidder shall undertake the following services for the period of 1 year from the date of the Implementation Completion Certificate by KMC.

- Should prepare and provide the documents to the AUTHORITY including User Manuals, Configuration Manuals, Operational Manuals, etc. as per acceptable standards.
- Carry out Training programs/workshops for the department personnel.
- Undertake regular, proactive Data Management activities.
- Resolve any issues including bug fixing, improvements in presentation and/or functionality, and others

- Should provide the patches/fixes, and assistance to the Authority for the latest updates relevant to the GIS solution components.
- Technical Support for the Authority in creating/enhancing the business workflows.

3 Output Deliverables

3.1 Aerial and Drone Imagery Data

- Soft copies of Mosaiced and Ortho-rectified Images in .img and Geo tiff/JPEG formats.

3.2 DGPS

- The processed data of the DGPS survey with a photograph of each GCP.
- A neat sketch of each DGPS point showing the location on an A4 size drawing.
- GCP Locations (in .shp format to be attributed with GCP IDs and their description)
- Processed data in excel format – (2 types of coordinates – UTM and Geographic coordinates).

3.3 Basemap Layers

- Soft copies in ESRI Shapefile format (.shp) files including attributes
- Base Map including ORI and land base layers of the Entire Study area in the hard copy of A0 Size at the appropriate scale.
- Hard copies of Ward-wise Maps, depicting all entities to be delivered.
- Geo-PDFs of the base map of each ward depicting all layers.

Note: - Please apply color codes as per AMRUT, T&CP & SoI & NRSC Standards.

3.4 Property Survey Data

- Soft copies in ESRI Shapefile format (.shp) including attributes.
- Surveyed Data in an excel/spreadsheet format to be delivered
- List of unassessed properties (ward-wise/zone-wise) and their mapping as well assessment status in GIS.
- Linked property tax assessment data and GIS property mapping data.

3.5 3D City Model

- Soft copies of True Orthophoto Raster in the format *.tiff
- 3D Digital Twin of the study area in Mesh Model in (.SLPK) format
- Geodatabase containing 3D Building Layer with the height of the building in *.gdb format.
- Elevation models - DEM, DSM in *.tiff format with +/- 0.5 m resolution
- Street View in *.jpg format.

3.6 Additional points to be added on: Data handling and Data Security

1. Storing data collected from field surveys, especially those involving Geographic Information System (GIS) data and household surveys, requires careful consideration of security measures to protect the confidentiality, integrity, and availability of the information.
2. Secure Storage: All collected data to be stored in a secure and controlled environment. Access to the data to be restricted to authorized personnel only, and measures to be in place to prevent unauthorized access, disclosure, or alteration. Use role-based access control (RBAC) to ensure that individuals only have access to the data necessary for their tasks.
3. Secure physical access to servers or storage facilities hosting the data. Use measures like access cards, biometric authentication, and surveillance systems.
4. Ensure secure communication channels, especially when transferring data between field devices and central storage systems. Use secure protocols like HTTPS or VPNs to encrypt data in transit.
5. Encryption: Data, both in transit and at rest, to be encrypted to protect against unauthorized access. Strong encryption protocols to be employed to ensure the confidentiality of sensitive information.
6. Establish detailed audit trails to track access and changes to the stored data. Regularly review and analyse audit logs to detect and respond to potential security incidents on illegal data accesses.
7. Purpose Limitation: Data only to be processed for the specific purposes outlined in the requirement.
8. Retention Period: Data to be retained only for as long as necessary up to handover to KIIFCON /Client. After the handing over, data copies with contractor to be securely and permanently deleted.
9. Disposal Procedures: Disposal of data to be conducted in a manner that ensures irreversibility, and any physical records to be shredded or securely destroyed.
10. Documentation: Detailed records of data handling processes, including collection, storage, processing, and disposal, to be maintained. These records will be made available for review upon request of KIIFCON.
11. Contractor needs to adhere to all relevant data protection laws and regulations. Regular audits and assessments to be conducted to ensure compliance with this policy.
12. The Data Handling Policy to be communicated to all personnel involved in field surveys, and training on its implementation to be provided.
13. The Data Handling Policy to be periodically reviewed and updated to reflect changes in technology, legal requirements, and organizational practices.

ANNEXURE 1: Land base Layers for Basemap Generation

The list of land base layers for Base map generation includes but not limited to the following:

Sr. No.	Layer Name	Vector Representation	Data Source
1	Municipal Boundary	Polygon	KMC
2	Area of Interest Boundary	Polygon	KMC
3	Ward Boundary	Polygon	KMC
4	Zone Boundary	Polygon	KMC
5	Election Ward	Polygon	KMC
6	Town Planning Schemes	Polygon	KMC
7	Development Plan	Polygon	KMC
8	Slum Boundary	Polygon	KMC
9	Plots Boundary	Polygon	KMC
10	Buildings footprints	Polygon	Imagery
11	Streams/Drainage/Canal	Line	Imagery and Field Survey
12	Over Head Tanks	Polygon	Imagery, KMC and Field Survey
13	DGPS Points	Point	Field Survey
14	Over Ground Sewerage Network/Drainage Network	Line	KMC and Field Survey
15	Storm Water Network	Line	KMC and Field Survey
16	Khari cut Canal Network	Line	KMC and Field Survey
17	Manholes	Point	KMC and Field Survey
18	Water Supply Network (over Ground)	Line	KMC and Field Survey
19	Water treatment plants	Point	KMC and Field Survey
20	Fire Stations	Point	KMC and Field Survey
21	Street Lights	Point	KMC and Field Survey
22	Bridges/Flyover	Line	Imagery and Field Survey
23	Parks/Gardens	Polygon	Imagery, KMC and Field Survey
24	Health Institutions	Polygons	Imagery, KMC and Field Survey
25	Tube Well	Point	KMC and Field Survey
26	Hand Pump	Point	Field Survey
27	Water Pumping Stations	Point	KMC and Field Survey

28	Traffic Square	Point	KMC and Field Survey
29	Railway Network	Line	KMC and Field Survey
30	Road Network	Line	KMC and Field Survey
31	Footpath	Line	KMC and Field Survey
32	Sewerage Treatment Plan and Sewerage Pumping Station	Point	KMC and Field Survey
33	Cell Phone Tower/ Telephone Tower	Point	KMC and Field Survey
34	Bus Shelters	Point	KMC and Field Survey
35	Landmarks	Point	KMC and Field Survey
36	Key features for Solid Waste Management		KMC and Field Survey
37	Mapping of key Institutions with sanitation	Point	KMC and Field Survey

ANNEXURE 2: Data Dictionary & Questionnaire Attributes

Attributes for Land base layers

1. ROAD						
Data Dictionary (ROAD)						
Sl. No	Attribute Name	Attribute Field Name	Attribute Field Type	Attribute Field Width	Geometry	Description/ Value
1	Road Id	Rd_ID	Alphanumeric	15		Unique Id
2	Code	Code	Alphanumeric	10		
3	Sub-Class	Sub_Class	Text	20		
4	Length in km.	Length_km.	Double	10	Line	Length (in km.)
5	Ward Number	Ward_No	Alphanumeric	10	Line	Ward Number
6	Road Name	Rd_Name	Text	30	Line	Specific Name of the feature, if any
7	Road Construction Material	Cons_Mat	Text	10	Line	Concrete/Asphalt/WBM/A ny Other
8	Carriage Width (in mt.)	CW_Width	Double	10	Line	Carriage Width (mtr)
9	Total Width (in mt.)	ROW_Width	Double	10	Line	Total Width in meters
10	Maintained By	Maintain	Text	15	Line	Municipal

						body/NHAI/R & B Dept./Other
11	Foot Path	FP	Text	3	Line	Yes/No
12	Footpath width (in mt.in case Yes)	FP_Width	Double	10	Line	Footpath Width in meters
13	Footpath Construction material	FP_Cons_Ma	Text	15	Line	Shabad/Tiles/Conc rete/Other Stone
15	Photo	Photo	Text	150	Line	Filename
16	Remarks	Remarks	Text	150	Line	

2. BRIDGES/FLYOVERS

Data Dictionary (BRIDGES/FLYOVERS)

Sl. No.	Attribute Name	Attribute Field Name	Attribute Field Type	Attribute Field Width	Geometry	Description/ Value
1	Bridge & Flyover ID	Br_Fly_ID	Alphanumeric	15	Line	Unique Id
2	Code	Code	Alphanumeric	10	Line	
3	Sub-Class	Sub_Class	Text	20	Line	
4	Road ID	Rd_ID	Alphanumeric	15	Line	Road ID same as in Road ID
5	Road Name	Rd_Name	Text	10	Line	Road Name
6	Road Name	Rd_Name	Text	30	Line	
7	Ward Number	Ward_No	Alphanumeric	10	Line	Ward Number
8	Locality Name	Locality	Text	50	Line	Locality Name
9	Bridge/Flyover Width (in mt.)	Width	Double	10	Line	Width in metres
10	Construction Material	Cons_Mat	Double	10 Up to 2 decimals	Line	Length in metres
11	Foot Path Construction material	FP_Cons_Ma	Text	15	Line	Iron/Masonry/Con crete/Any Other
12	Photos	Photos	Text	150	Line	
13	Remarks	Remarks	Text	150	Line	

3. DRAINAGES

Data Dictionary (DRAINAGES)

Sl. No.	Attribute Name	Attribute Field Name	Attribute Field Type	Attribute Field Width	Geometry	Description/ Value
1	GIS ID	GIS_ID	Text	30	Line	Unique Id
2	Placement	Placement	Text	30	Line	

	Left	Left	Text	30	Line	
	Right	Right	Text	30	Line	
	Both sides	Both sides	Text	30	Line	
3	Category	Category	Text	30	Line	
	Open	Open	Text	30	Line	
	Closed	Closed	Text	30	Line	
4	Road ID	Rd_ID	Alphanumeric	15	Line	Road ID same as in Road ID
5	Road Name	Rd_Name	Text	10	Line	Road Name same as in Road name
6	Start-End	Start end	Text	10	Line	
	Start	Start	Text	10	Line	
	End	End	Text	10	Line	
7	Photo	Photo	Text	150	Line	Filename
8	Remarks	Remarks	Text	150	Line	

4. HIGH MAST LIGHT / LOW MAST LIGHT

Data Dictionary (HIGH MAST LIGHT)

Sl. No	Attribute Name	Attribute Field Name	Attribute Field Type	Attribute Field Width	Geometry	Description/ Value
1	GIS ID	GIS_ID	Text	30		Unique Id
2	Ward No	Ward_No	Text	30		
3	Location	Location	Text	50		
4	Funded By	Funded by	Text	80		
5	Work Status	Work status	Text			Working Status
6	Photo	Photo	Text	150		Filename
7	Remarks	Remarks	Text	150		

5. TRANSFORMER

Data Dictionary (TRANSFORMER)

Sl. No	Attribute Name	Attribute Field Name	Attribute Field Type	Attribute Field Width	Geometry	Description/ Value
1	GIS ID	GIS_ID	Text	30		Unique Id
2	Ward No	Ward_No	Text	30		
3	Location	Location	Text	50		
4	Photo	Photo	Text	150		Filename
5	Remarks	Remarks	Text	150		

6. PARK

Data Dictionary (PARK)

Sl. No	Attribute Name	Attribute Field Name	Attribute Field Type	Attribute Field Width	Geometry	Description/ Value

1	GIS ID	GIS_ID	Text	30		Unique Id
2	Ward No	Ward_No	Text	30		
3	Location	Location	Text	50		
5	Park Type	Park type	Text			
6	Photo	Photo	Text	150		Filename
7	Remarks	Remarks	Text	150		

7. STADIUM

Data Dictionary (STADIUM)

Sl. No	Attribute Name	Attribute Field Name	Attribute Field Type	Attribute Field Width	Geometry	Description/ Value
1	GIS ID	GIS_ID	Text	30		Unique Id
2	Ward No	Ward_No	Text	30		
3	Location	Location	Text	50		
4	Address	Address	Text	80		
5	Photo	Photo	Text	150		Filename
6	Remarks	Remarks	Text	150		

8. PLAYGROUND

Data Dictionary (PLAYGROUND)

Sl. No	Attribute Name	Attribute Field Name	Attribute Field Type	Attribute Field Width	Geometry	Description/ Value
1	GIS ID	GIS_ID	Text	30		Unique Id
2	Ward No	Ward_No	Text	30		
3	Location	Location	Text	50		
4	Ground Type	Ground type	Menu			
	School Ground	School_ground				
	Private Ground	Private_ground				
	Others	Others				
5	Photo	Photo	Text	150		Filename
6	Remarks	Remarks	Text	150		

9. STATUE

Data Dictionary (STATUE)

Sl. No	Attribute Name	Attribute Field Name	Attribute Field Type	Attribute Field Width	Geometry	Description/ Value
1	GIS ID	GIS_ID	Text	30		Unique Id
2	Ward No	Ward_No	Text	30		
3	Location	Location	Text	50		
5	Photo	Photo	Text	150		Filename
6	Remarks	Remarks	Text	150		

10. PUBLIC PONDS

Data Dictionary (PUBLIC PONDS)

Sl. No	Attribute Name	Attribute Field Name	Attribute Field Type	Attribute Field Width	Geometry	Description/ Value
1	GIS ID	GIS_ID	Text	30		Unique Id
2	Ward No	Ward_No	Text	30		
3	Location	Location	Text	50		
4	Photo	Photo	Text	150		Filename
5	Remarks	Remarks	Text	150		

11. PUBLIC WELL

Data Dictionary (PUBLIC WELL)

Sl. No	Attribute Name	Attribute Field Name	Attribute Field Type	Attribute Field Width	Geometry	Description/ Value
1	GIS ID	GIS_ID	Text	30		Unique Id
2	Ward No	Ward_No	Text	30		
3	Status	Status	Menu			
	In Use	In_Use				
	Not in Use	Not_in_Use				
4	Well Type	Well_Type	Menu			
	Seasonal	Seasonal				
	Non Seasonal	Nonseasonal				
5	Location	Location	Text	50		
6	Photo	Photo	Text	150		Filename
7	Remarks	Remarks	Text	150		

12. BUS STOP

Data Dictionary (BUS STOP)

Sl. No	Attribute Name	Attribute Field Name	Attribute Field Type	Attribute Field Width	Geometry	Description/ Value
1	GIS ID	GIS_ID	Text	30		Unique Id
2	Ward No	Ward_No	Text	30		
3	Location	Location	Text	50		
4	Photo	Photo	Text	150		Filename
5	Remarks	Remarks	Text	150		

13. BUS BAY

Data Dictionary (BUS BAY)

Sl. No	Attribute Name	Attribute Field Name	Attribute Field Type	Attribute Field Width	Geometry	Description/ Value
1	GIS ID	GIS_ID	Text	30		Unique Id

2	Ward No	Ward_No	Text	30		
3	Location	Location	Text	50		
4	Photo	Photo	Text	150		Filename
5	Remarks	Remarks	Text	150		

14. BUS STAND

Data Dictionary (BUS STAND)

Sl. No	Attribute Name	Attribute Field Name	Attribute Field Type	Attribute Field Width	Geometry	Description/ Value
1	GIS ID	GIS_ID	Text	30		Unique Id
2	Ward No	Ward_No	Text	30		
3	Type	Type	Menu			
	Private	Private				
	KSRTC	KSRTC				
4	Location	Location	Text	50		
5	Photo	Photo	Text	150		Filename
6	Remarks	Remarks	Text	150		

15. TAXI STAND

Data Dictionary (TAXI STAND)

Sl. No	Attribute Name	Attribute Field Name	Attribute Field Type	Attribute Field Width	Geometry	Description/ Value
1	GIS ID	GIS_ID	Text	30		Unique Id
2	Ward No	Ward_No	Text	30		
3	Type	Type	Menu			
	Car	Car				
	Jeep	Jeep				
	Auto	Auto				
	Goods	Goods				
4	Location	Location	Text	50		
5	Capacity	Capacity	Numerical	30		
6	Photo	Photo	Text	150		Filename
7	Remarks	Remarks	Text	150		

16. SIGN BOARD

Data Dictionary (SIGN BOARD)

Sl. No	Attribute Name	Attribute Field Name	Attribute Field Type	Attribute Field Width	Geometry	Description/ Value
1	GIS ID	GIS_ID	Text	30		Unique Id
2	Category	Category	Menu			
	Mandatory Signs	Mandatory_Signs				

	Warning Signs	Warning_Signs				
	Information Signs	Information_Signs				
	Milestones	Milestones				
	Institutions	Institutions				
	Traffic Signals	Traffic_Signals				
	Direction Signals	Direction_Signals				
	Others	Others				
3	Location	Location	Text	50		
4	Photo	Photo	Text	150		Filename
5	Remarks	Remarks	Text	150		

17. TRAFFIC SIGNAL

Data Dictionary (TRAFFIC SIGNAL)

Sl. No	Attribute Name	Attribute Field Name	Attribute Field Type	Attribute Field Width	Geometry	Description/ Value
1	GIS ID	GIS_ID	Text	30		Unique Id
2	Location	Location	Text	50		
3	Photo	Photo	Text	150		Filename
4	Remarks	Remarks	Text	150		

18. LANDFILL SITE

Data Dictionary (LANDFILL SITE)

Sl. No	Attribute Name	Attribute Field Name	Attribute Field Type	Attribute Field Width	Geometry	Description/ Value
1	GIS ID	GIS_ID	Text	30		Unique Id
2	Category	Category	Menu			
	Biodegradable	Biodegradable				
	Non Biodegradable	Non-Biodegradable				
3	Ward No	Ward_No	Text	30		
4	Location	Location	Text	50		
5	Photo	Photo	Text	150		Filename
6	Remarks	Remarks	Text	150		

19. GARBAGE POINT

Data Dictionary (GARBAGE POINT)

Sl. No	Attribute Name	Attribute Field Name	Attribute Field Type	Attribute Field Width	Geometry	Description/ Value
1	GIS ID	GIS_ID	Text	30		Unique Id
2	Category	Category	Menu			
	Biodegradable	Biodegradable				
	Non	Non-Biodegradable				

	Biodegradable					
3	Ward No	Ward_No	Text	30		
4	Location	Location	Text	50		
5	Photo	Photo	Text	150		Filename
6	Remarks	Remarks	Text	150		

20. ROAD JUNCTION

Data Dictionary (ROAD JUNCTION)

Sl. No.	Attribute Name	Attribute Field Name	Attribute Field Type	Attribute Field Width	Geometry	Description/ Value
1	GIS ID	GIS_ID	Text	30		Unique Id
2	Name	Name	Text	60		
3	Location	Location	Text	50		
4	Photo	Photo	Text	150		Filename
5	Remarks	Remarks	Text	150		

21. STREAMS

Data Dictionary (STREAMS and Drains)

Sl. No.	Attribute Name	Attribute Field Name	Attribute Field Type	Attribute Field Width	Geometry	Description/ Value
1	GIS ID	GIS_ID	Text	30	Line	Unique Id
2	Start point (Lat/Long)	Start	Text	10	Line	
3	End point (Lat/Long)	End	Text	10	Line	
4	Name	Str_Name	Text	50	Line	Stream Name
5	Length	Str_Length	Double		Line	Stream Length
6	Width	Str_Width	Double		Line	Stream Width
7	Ward Name	Ward_No	Alphanumeric	10	Line	Ward Number
8	Location	Locality	Text	50	Line	Locality Name
9	Photo	Photo	Text	150	Line	Filename
10	Remarks	Remarks	Text	150	Line	

22. STREETLIGHT

Data Dictionary (STREET LIGHT)

Sl. No.	Attribute Name	Attribute Field Name	Attribute Field Type	Attribute Field Width	Geometry	Description/ Value
1	GIS ID	GIS_ID	Text	30	Point	Unique Id
2	Post number	Post_Num	Alphanumeric	30	Point	Post Number
3	Light Type	Light_Typ	Text	30	Point	Type of Light
4	Working Condition	Work_status	Text	30	Point	Working Status

5	Ward No	Ward_No	Text	30	Point	
6	Location	Location	Text	50	Point	
7	Photo	Photo	Text	150	Point	Filename
8	Remarks	Remarks	Text	150	Point	

23. STREET TAP

Data Dictionary (STREET TAP)

Sl. No	Attribute Name	Attribute Field Name	Attribute Field Type	Attribute Field Width	Geometry	Description/ Value
1	GIS ID	GIS_ID	Text	30	Point	Unique Id
2	Nearest Post number	Nr_Post_no	Alphanumeric	30	Point	Near Post Number
3	Working Condition	Work_status	Text	30	Point	Working Status
4	Ward No	Ward_No	Text	30	Point	
5	Location	Location	Text	50	Point	
6	Photo	Photo	Text	150	Point	Filename
7	Remarks	Remarks	Text	150	Point	

24. BOTTLE BOOTH

Data Dictionary (BOTTLE BOOTH)

Sl. No	Attribute Name	Attribute Field Name	Attribute Field Type	Attribute Field Width	Geometry	Description/ Value
1	GIS ID	GIS_ID	Text	30	Point	Unique Id
2	Ward No	Ward_No	Text	30	Point	
3	Location	Location	Text	50	Point	
4	Photo	Photo	Text	150	Point	Filename
5	Remarks	Remarks	Text	150	Point	

Questionnaire for Property Survey

1	Point Status
2	Property Count
3	Floor Count
4	Building Layout
Location Details	
5	District
6	Local Body
7	Ward Number

12	Post Office
13	Pincode
14	Building Zone
15	Flood Affected (yes/no)
16	Flood Level Hit (m)
Property Details	
17	Property Status
18	Door Status

8	Ward Name
9	Street Name
10	Place Name
11	Village
23	Property Usage
24	Electricity
25	Bathroom
26	Toilet
27	Toilet Waste Disposal
28	Air Conditioner
29	Landmark details
30	Old Property Id
31	New Property Id
32	Near Property Id
33	New Property Id Remarks
Owner Details	
34	Name
35	Occupation
36	Address(House number, street name, district, state, PO, Pincode)
37	Email
38	Landline
39	Mobile
Road Details	
40	Path Type
41	Road Width
42	Near road
Tax Details	
52	Tax Receipt Number
53	Tax Amount
54	Tax Paid Date
55	Tax Paid Year

19	Property Under (govt/private/cooperative)
20	Property Type
21	Property Sub Type
22	Main Building (yes/no)
Establishment Details	
57	Establishment Name
58	Establishment Type
59	Establishment Year
60	In Charge
61	In Charge Role
62	In Charge Post Office
63	In Charge Pincode
64	Employee Count
65	License Number
66	GST Number Status
67	Email
68	Landline
69	Mobile
Utility Questions	
70	Water Connection (yes/no)
71	Water Connection Duration
72	Rain Water Harvesting
73	Solar Panel
74	Waste Management
75	Waste Management Type
Building Details	
76	Building Name
77	Survey Number
78	Year Of Construction
79	Building age
80	Number Of Rooms
81	Number Of Floors

56	Annual Tax Amount
83	Floor Area
84	Structure Type
85	Car Porch/Parking
86	Car Porch/Parking Area
87	Common Stair (yes/no)
88	Common Stair Area
89	Pathway Area
90	Any Structural Changes?
91	Year Of Structural Change
92	Any Roof Changes?
93	Year Of Roof Change
94	Other Building (yes/no)
95	Other Building Property Details
96	Floor Type
97	Higher Floor Type
98	Wall Type
99	Roof Total
100	No Of Roof Type
101	Roof Type
102	Roof Type %
Common Details	
103	Photos
104	Informed By
105	Co-operative With Survey
106	Surveyor Name
107	Remark
108	Tax exemption
109	Reason for Tax exemption
Member Details	
138	Gas Connection
139	Pet

82	Floor Number
110	Number Of Members
111	Name
112	Age In Year
113	Age In Month
114	Gender
115	Is The Person Nrk?
116	Is The Person Nri?
117	Marital Status
118	Education
119	Education Type
120	Job
121	Job Type
122	Disability
123	Disability Percentage
124	Disease
125	Treatment Center
126	Pension
127	Palliative Care
Socio economic parameters	
128	Religion
129	Cast
130	Ration Card
131	Ration Card Number
132	Monthly Income
133	Well Water
134	Well Water Availability
135	Dry Month
136	Other Water Source
137	Lack Of Drinking Water
143	Cattles
144	Cattles Details

140	Bank Account
141	Poultry
142	Poultry Details

145	Fish/Aqua Farms
More Details	
146	Type Of Land

ROAD NETWORK		
	Road Name (Text)	
	Road Type (Text)	(NH, SH, MDR/DR, VR/MR/CR, Pvt Road, Interior road, Semi Private, Others) with photos
	Category (Text)	
	Surface type (Text)	
	Width (Double)	
	Starting Point (Text)	
	End Point (Text)	
	Road Junction	Interconnecting roads, name of roads, name of junction with photo
DRAINAGE NETWORK		
	Category (Text)	
	Street/place name (Text)	
	Construction material (Text)	
	Length (Double)	
OTHERS		
	Street lights	
	Street Taps	
	Transformers	
	Open spaces	
	Playgrounds	
	Wells	



KIIFCON Pvt Ltd
National Competitive Bidding

Volume III: Contract Documents

**For the
Selection of Service Provider for the Implementation of
Geospatial Management Information System including GIS &
3D Digital Twin Generation, LiDAR Survey, Base Map
Generation, Multi-Purpose Household Survey, Web GIS
Development of 66 wards for Kochi Municipal Corporation**

Issued: 15th March 2024

Director (Projects & Engineering)
KIIFCON Pvt.Ltd
7th Floor, Felicity Square,
Opp. AG's Office, MG Road, Near Statue,
Thiruvananthapuram – 695 001, India
E-mail: kiifcon@kiifb.org
Website: <https://www.kiifcon.co.in>

Table of Contents

Contents

Contents	3
Part A: General Conditions of the Contract.....	3
Part B: Special Conditions of the Contract	3
A. PART A – GENERAL CONDITIONS OF CONTRACT	4
1. Definition of Terms	4
2. Interpretation	10
3. Conditions Precedent.....	10
4. Scope of work	11
5. Key Performance Measurements	11
6. Commencement and Progress.....	12
7. Standards of Performance.....	12
8. Approvals and Required Consents	12
9. Constitution of Consortium	12
10. Service providers’ Obligations.....	13
11. Selection of Service provider’s Key Personnel	14
12. Changes in Service providers Key Personnel	14
13. Exit of Service providers Key Personnel	14
14. Services provided by OEMs.....	14
15. Software, Licenses obtained by Service providers	14
16. Powers of Service providers representative(s)/Key Personnel.....	15
17. Setting up of Project Office.....	15
18. Access to Client Site and Data Centre	15
19. Commencement of Installation	15
20. Reporting Progress.....	16
21. Inspection by the C.....	16
22. Monitoring of Service providers performance	16
23. Knowledge of Clients Data Centre/ Server Room.....	17
24. Project Plan.....	17
25. Adherence to safety procedures, rules regulations and restriction.....	17
26. Statutory Requirements.....	18
27. Authority’s Obligations	18
28. Payments	18
29. Intellectual Property Rights	18
30. Taxes.....	21
31. Indemnity	22
32. Representations and Warranties	23
33. Term and Extension of the Contract.....	24
34. Dispute Resolution	25
35. Conflict of interest	26
36. Publicity	26

37. Force Majeure.....	26
38. Delivery	27
39. Insurance	27
40. Transfer of Ownership	27
41. Exit Management Plan	28
B. PART B – SPECIAL CONDITIONS OF CONTRACT	30
42. Performance Security	30
43. Liquidated Damages	30
44. Limitation of Liability.....	30
45. Ownership and Retention of Documents	31
46. Information Security	31
47. Records of contract documents	32
48. Security and Safety.....	32
49. Confidentiality	32
50. Events of Default by Service providers.....	33
51. Termination.....	34
52. Consequence of Termination.....	34
53. Miscellaneous.....	36
54. Notice	36
55. Change Control Note (CCN)	38
ANNEXURES.....	39
Annexure I – Change Control Note.....	39
Annexure II – FORM OF AGREEMENT.....	40
Annexure III – Non-Disclosure Agreement.....	42

Contents

This RFP document comprises of the following two parts:

Part A: General Conditions of the Contract

This part comprises of the general conditions which will govern the Contract to be executed between the Selected Agency and the KIIFCON.

Part B: Special Conditions of the Contract

This part comprises of the special conditions which will govern the Contract to be executed between the Selected Agency and the KIIFCON.

A. PART A – GENERAL CONDITIONS OF CONTRACT

1. Definition of Terms

In this RFP, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meanings hereinafter respectively assigned to them:

- 1.1. **“Acceptance of System”** means the System, including the hardware, software, solution or any Deliverable accepted or deemed to have been accepted by the Authority, subsequent to its installation, rollout and deployment of trained manpower, when all the activities as defined in Scope of Work have been successfully executed and completed to the satisfaction of Authority and the Authority has given its acceptance by signing the Acceptance Certificate. For further details, refer to relevant sections of the RFP Volume II;
- 1.2. **“Acceptance Certificate”**- means that document/certificate issued by the Authority signifying acceptance of a hardware, software, solution, or any other Deliverable pursuant to the successful completion of the Acceptance Test of the System;
- 1.3. **“Acceptance Test” or “User Acceptance Test”** - means the test, standard procedure, trial runs to be conducted by the Selected Agency as per this RFP or as per Contract in relation to the Works.
- 1.4. **“Affiliate(s)”** means, with respect to any Person, any other Person, directly or indirectly controlled by, controlling or under common control with such Person. For purposes of this Agreement, the term "control" means the power to direct the management and policies of a Person, whether through the ownership of voting securities, by agreement or otherwise. An Affiliate shall remain an Affiliate only as long as such control exists.
- 1.5. **“Agreement”** means this Service Agreement including the Annexures here to and any amendments thereto made in accordance with the provisions contained in this Agreement and includes the documents specified in Clause 3.7 hereinafter;
- 1.6. **“Applicable Law(s)”** means all laws in force and effect as of the date hereof and/or laws which may be promulgated or brought into force and effect after the date of execution of the Agreement and includes any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, injunctions, by-laws, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant Party and all judgments, decrees, injunctions, and orders of any court, tribunal or any quasi-judicial authority, as may be in force and effect during the subsistence of the Project;
- 1.7. **“Applicable Permits” / “Approvals”** means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions under or pursuant to any of the Applicable Laws or from any Government Agency or third party, required to be obtained and/or maintained by the Selected Agency or its Sub Contractor(s) in order to implement the Project and for undertaking, performing or discharging the obligations contemplated under the Agreement, including but not limited to clearances required for importing equipment, exemption of tax/duties/levies/work permits/clearances for Sir their Team;

- 1.8. **“Approved Plan”** shall mean the approval given by the Authority to the plan submitted by the Selected Agency for executing the Works under the Contract.
- 1.9. **“Authority”/ “KIIFCON” / “CSML”** means the Kochi Municipal Corporation, KIIFCON means PMC and CSML means SPV for the execution of smart city project. The Project shall be executed in Kochi and shall be owned by CSML/KMC.
- 1.10. **“Bank Guarantee”** means an irrevocable and unconditional bank guarantee payable on demand and issued by a bank in favor of the KIIFCON and furnished by the Selected Agency or its Sub Contractor(s) to KIIFCON for guaranteeing the due performance of its obligations under the Agreement;
- 1.11. **“Bid”** means the documents in their entirety comprised in the bid submitted by the Bidder in response to this RFP No. [_____] dated _____ May 2023;
- 1.12. **“Bidder”** shall mean Person, organization or consortium submitting the proposal in response to this RFP;
- 1.13. **“Business Day”** means the working day in the city of Kochi.
- 1.14. **“Change Control Note”** shall have the meaning as set forth under Clause and in the format specified under Annexure I of this RFP.
- 1.15. **“Commercial Off-The-Shelf (COTS)”** refers to software products that are ready-made and available for sale, lease, or license to the general public;
- 1.16. **“Conditions Precedent”** shall have the meaning set forth in Clause [3] of this RFP;
- 1.17. **“Confidential Information”** means all information including any information (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and information and data which is proprietary to KIIFCON/TMC and which is disclosed to or otherwise learned by Selected Agency in the course of or in connection with the Contract but does not include information (i) which is available lawfully in the public domain; (ii) publicly known through no fault of the Service providers; (iii) already known to the Service providers from someone other than the Authority who is not bound by confidentiality restrictions; or (iv) independently developed by the Selected Agency without access to or use of the Confidential Information disclosed.
- 1.18. **“Consortium”** means a group of Persons/entities who have jointly formed a consortium for submitting a joint bid/proposal in accordance with this RFP for the Project. The Consortium shall be represented/headed by a Prime Bidder and shall be the entity/Person named in the Contract for any part of the Work and/or who has been sublet with the consent in writing of the Authority and shall include its successors, representatives (approved by KIIFCON), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the Contract
- 1.19. **“Consortium Member(s)”** means each entity/member who have come together to form the consortium for the purposes of submitting a joint bid in response to this RFP;

- 1.20. **“Contract”** means the contract entered into by the Parties for executing and implementing the Works/Project as envisaged in the present RFP and includes (a) the complete RFP documents being Volumes I, II and III of the RFP and Corrigendum and addendum, (b) Service providers s offer, (c) letter of acceptance or letter of award or letter of intent issued by the Authority, (d) the acceptance of letter of award from Selected Agency, (e) notice to proceed with the Work, and (f) any other document listed in the Contract data;
- 1.21. **“Contract Value”** means the amount quoted by the Service providers in its commercial Bid and which has been duly accepted by KIIFCON for the full and proper performance of its obligations under the Contract;
- 1.22. **“Data Center”/“DC”/“Data Center Site”/“DC Site”/ “Server Room”** means the data center sites including their respective data center space, wherein the delivery, installation, integration, management and maintenance services as specified under the Scope of Work are to be carried out for the purpose of this Contract. The DC Site will be located at premise along with Control and Command Centre.
- 1.23. **“Deliverable(s)”** shall mean all of the equipment, sub-systems, hardware, software, products accessories, software, source code, documentation, reports and/or other material/items which Service providers is required to supply, install and maintain under the scope of the contract.
- 1.24. **“Developed Materials”** shall have the meaning ascribed to it in Clause 27.3;
- 1.25. **“Document”** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents /records as contemplated as per Information Technology Act 2000 and the rules framed under the said Act;
- 1.26. **“Effective Date”** means the date on which the Contract is signed and executed by the Parties hereto. If the Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date;
- 1.27. **“Fixes”** means product fixes that are either released generally (such as commercial product service packs) or that are provided to Service providers or their Subcontractor when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.
- 1.28. **“Force Majeure” or “Force Majeure Event”** shall have the meaning set forth in as per Clause [21●];
- 1.29. **“Goods”** means all of the equipment, sub-systems, hardware, software, products accessories, components, software and/or other material/items and includes their user manuals, technical manuals, operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related) and all its modifications which Selected Agency is required to supply, install and maintain under the Contract;
- 1.30. **“Good Industry Practice”** means the practices, methods, techniques, designs, standards, skills, diligence, procedure, efficiency, reliability and prudence which would reasonably and ordinarily be expected from a skilled and experienced contractor engaged in activities of a similar scope and complexity to those that are

the subject of the Contract and as envisaged under this RFP and under the same or similar circumstances, where such contractor is seeking to comply with its contractual obligations and all Applicable Laws and regulatory requirements. It would include good engineering practices in the design, engineering, construction and project management and acting generally in accordance with the provisions of this RFP and would include which would be expected to result in the performance of its obligations by the Service providers in accordance with the Contract, this RFP, Applicable Laws and Applicable Permits in reliable, safe, environment protected, economical and efficient manner;

- 1.31. **“Go- Live”** means installation, testing, commissioning of Project, and commencement of all smart city components, including training as per Scope of Work mentioned in the Contract or this RFP. The Service providers should have the approval from Authority for carrying out User Acceptance Test.;
- 1.32. **“Government Instrumentality” / “Government Agency”/ “Government Authority”** means any department, division or sub-division of the Government of India or the Government of Kerala or any other State Government, including but not limited to the Kochi Municipal Corporation, Cochin Smart Mission Limited, as may be applicable, including any commission, board, body, bureau, authority, agency, instrumentality, court or other judicial or quasi-judicial or administrative body, at central, state or local level, or municipal and other local authority or statutory body including Panchayat under the control of the Government of India or the Government of Kerala, as the case may be, and having jurisdiction over the Service providers, their Sub Contractor the Project or any portion thereof or the performance of all or any of the Services or obligations of the Service providers or Service providers s Sub Contractor under or pursuant to this RFP or under the Contract;
- 1.33. **“Integrated Command and Control Center” OR “IC4”** means the integrated/centralized Operation center being implemented by KIIFCON for integrating various departmental applications to have a holistic view and enable the Authorities for immediate decision making.
- 1.34. **“Intellectual Property Rights”** means all rights pertaining to patent, trademarks, copyrights, trade secrets, service marks, logos, brands, trade names, internet domain names, formulae, designs, software (whether in object code or source code), know-how, processes, techniques, methods, technical data, databases, proprietary information, utility models, rights in know- how and other intellectual property rights, whether existing as of the Effective Date or arising thereafter, and all of the goodwill associated with the use of, and symbolized by, any of the foregoing, all rights of indemnification with respect to any of the foregoing, the right to prosecute and sue for past, present and future infringements, dilutions, violations or misappropriations with respect to any of the foregoing, all rights corresponding to any of the foregoing throughout the world, and all proceeds of any the foregoing, including licenses, royalties and proceeds of suit, and any right to any of the foregoing granted under any License.
- 1.35. **“Key Personnel”** means employees of Service providers whether employed directly on rolls of Service providers or engaged indirectly, providing services to Service providers through a contractor and the key personnel of Service providers.

- 1.36. **“Milestone” or “Project Timeline(s)”**: means the stipulated time period fixed under the Contract or under the RFP for completion of Works or part of the Works by the Service providers.
- 1.37. **“Service providers”** shall mean the successful bidder (Person, organization, Consortium) who is selected by the Authority at the end of the RFP process for execution of the Project and shall be deemed to include the Service providers successors, agent(s), agency, representatives (approved by KIIFCON), heirs, Affiliates, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the Contract.
- 1.38. **“Service providers Team”** means the team established/formed by Service providers for executing the Works under the present RFP and the Contract and shall include any and/or all of the employees of Service providers, agent(s), agency, authorized service providers/partners and representatives or other Personnel employed or engaged either directly or indirectly by Selected Agency for the purposes of the Contract;
- 1.39. **“Notice”** means a written notice, consent, approval or other communication required to be sent to the parties under the Contract;
- 1.40. **“OEM”** means the original equipment manufacturer of any equipment/system/software/product who is/are providing such Goods to the Authority under the scope of this RFP or the Contract;
- 1.41. **“O & M”**: shall mean operation and maintenance.
- 1.42. **“Person”** includes any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, government or Governmental Authority or Government Agency or any other legal entity;
- 1.43. **“Performance Bank Guarantee” / “PBG”** means performance bank guarantee as defined under Annexure 5 of the RFP Volume I
- 1.44. **“Prime Bidder”** means the member of the Consortium who is heading/representing the Consortium and who shall bid on behalf of the Consortium and represent the Consortium before the Authority and shall act as the interface between the Consortium and the Authority
- 1.45. **“Project”** means the project for Implementation of Geospatial Management Information System including GIS & 3D Digital Twin Generation, LiDAR Survey, Base Map Generation, Multi-Purpose Household Survey, Web GIS Development of 66 wards for Kochi Municipal Corporation by the Selected Agency or by its Sub Contractor(s) in pursuance of the terms and conditions of this RFP/Contract.
- 1.46. **“Project Location(s)”** shall mean the location(s)/ site(s) where the Works are to be executed by the Service providers.
- 1.47. **“Project Manager”/“Authority’s Representative”** shall mean the person appointed by the Authority for supervising and managing the affairs in relation to the Project.
- 1.48. **“Project Office”** means the site office to be set up by the Selected Agency for the execution of the Project, in case it is essential. The Project office shall be set up by the Service providers at a location to be suggested by the Authority;
- 1.49. **“Project Report(s)”** shall mean the report(s) or the updates to be submitted by the

Service providers in relation to the Works at regular intervals;

- 1.50. **“Project Team”** means the Service providers Key Personnel, team members or any other person duly authorized by the Authority for the execution of the Works and the Project.
- 1.51. **“Project Plan” or “Plan” or “Revised Plan” or “Work Plan” or “Program of Work(s)”**: means the plan/ schedule, methodology, design documents, specifications, or any other document submitted by the Service providers to the Authority for executing the Works under the Contract or for the fulfillment of its various obligations under the Contract.
- 1.52. **“Replacement Service Provider”** means the organization or agency replacing Service providers or its Sub Contractor in case of termination of the Contract for any reasons whatsoever;
- 1.53. **“RFP”** means this Request for Proposal for the selection of Service providers for implementation of the Project;
- 1.54. **“Scope of Work”** shall have the meaning as set forth in Clause [4.] of this RFP;
- 1.55. **“Service Levels”**: shall mean the level of service to be provided/rendered by Service providers for executing/completing the Works and for meeting it’s various obligations under the Contract and shall include the meaning set forth in Part C of this RFP;
- 1.56. **“Service(s)” or “Activity” or “Activities”** : shall means the Works/Services to be carried out or rendered by the Service providers and or its Sub Contractor pursuant to this RFP and the Contract or any other specific assignment awarded by the Authority to Service providers;
- 1.57. **“Service Specifications”** shall mean the specifications as set out in SERVICE LEVELS of this RFP as mentioned in the Scope of Work document ;
- 1.58. **“Schedule of Requirements” or “Scheduled Requirement(s)” or “Schedule Requirement(s)”**: shall have the meaning as described in Scope of Work document ;
- 1.59. **“Steering Committee” or “High Powered Committee” or “Project Information Committee”** shall mean a committee formed to supervise/monitor the work of the Project Management Committee and also the Project Manager. It shall consist of number of members and shall act as the appellate body over the decision rendered by the Project Management Committee;
- 1.60. **“Sub-Contractor”** shall mean the entity or agency working on behalf of Service providers and who is named in the Contract for any part of the Scope of Work or any Person to whom any part of the Contract has been sublet with the consent in writing by the Authority and shall include the heirs, legal representatives, successors and assignees of such Person;
- 1.61. **“Work(s)” or “Program of Work(s)”** means the entire work or a part of it to be undertaken by Service providers for Implementation of a Geospatial Management Information System including GIS & Multi-Purpose Household Survey, Utility Mapping, 3D Mapping, LiDAR Survey, Web GIS Development with Operation and Maintenance for selected wards of the Kochi Municipal Corporation as envisaged in the present RFP and the Contract together with all Annexures, Schedules, referenced documents and all amendments, corrigendum, addendums and changes thereto.

2. Interpretation

In this RFP unless a contrary intention is evident:

- a. "Party" shall mean Service providers or KIIFCON individually and "Parties" shall mean Service providers and KIIFCON collectively;
- b. the clause headings are for convenient reference only and do not form part of the Contract;
- c. unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- d. the word "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;
- e. unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of the Contract including any amendments or modifications to the same from time to time;
- f. a word in the singular includes the plural and a word in the plural includes the singular;
- g. a word importing a gender includes any other gender;
- h. a reference to a person includes a partnership and a body corporate;
- i. a reference to legislation includes legislation repealing, replacing or amending that legislation;
- j. where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- k. In the event of an inconsistency between the terms of the Contract and the RFP and the Bid, the terms of the RFP shall prevail.
- l. In case there is a contradiction between the clauses mentioned in the RFP, the below hierarchy of clauses in order of precedence shall be applicable:
 - i. Contract Agreement
 - ii. Scope of Work
 - iii. Pre-bid clarification and Corrigendum, if any
 - iv. RFP volume I

3. Conditions Precedent

- 3.1 The payment and other obligations of KIIFCON under the Contract shall take effect upon fulfillment of the following conditions precedent by Service providers:
 - 3.1.1 Furnishing by Service providers, an unconditional and irrevocable Performance Bank Guarantee (PBG) as per (Annexure 5 of the RFP Volume I) from a nationalized bank and in a form and manner which is acceptable to the Authority, which would remain valid until such time as stipulated by the Authority;
 - 3.1.2 Obtaining of all statutory Approvals and Permits required for the performance of the Services under the Contract; this may include Approvals/clearances, wherever applicable, that may be required for execution of the Contract e.g. clearances from

Government authorities for importing equipment, exemption of tax/duties/levies, work permits/clearances for Bidder/Bidder's team, etc.

- 3.1.3 Furnishing by Service providers, the notarized copies of any/all contract(s) duly executed by Service providers and its OEMs existing at the time of signing of the Contract in relation to the Project. Failure to do so within stipulated time of signing of Contract would attract penalty
- 3.1.4 Furnishing of such other documents by Service providers as the Authority may specify/demand.
- 3.2 The Authority reserves the right to waive any or all of the conditions specified in Clause 3.1 above in writing and no such waiver shall affect or impair any right, power or remedy that the Authority may otherwise have.
- 3.3 In the event that any of the conditions set forth in Clause 3.1 hereinabove are not fulfilled within 1(one) month from the date of the Contract, or such later date as may be mutually agreed upon by the Parties, the Authority may terminate the Contract and upon such termination, Service providers shall have no right to claim any damages from the Authority on such account.

4. Scope of work

- 4.1 The Scope of the Work under the Contract shall be as defined in RFP Volume II and Annexures there to of the said RFP.
- 4.2 The Authority is engaging Service providers to provide services related to implementation of Geospatial Management Information System for selected wards of the Kochi Municipal Corporation, using which the Authority intends to perform its business operations.
- 4.3 In addition to the above scope of work mentioned in Clause 4.1 of this RFP, Authority may require Service providers to provide such Goods, Products, Services and support as the Authority may deem fit and proper and necessary, during the Term of the Contract, and may include all such processes and activities which are consistent with the proposals set forth in the Bid, the Tender and the Contract and are deemed necessary by the Authority, in order to meet its business requirements related to the Project.

5. Key Performance Measurements

- 5.1 Unless specified by the Authority to the contrary, Service providers shall deliver the Goods, perform the Services and carry out the Scope of Work in accordance with the terms of the RFP and the Contract.
- 5.2 If the Contract, Scheduled Requirements, Service Specification includes more than one Document, then unless the Authority specifies to the contrary, the later in time shall prevail over a Document of earlier date to the extent of any inconsistency.
- 5.3 The Authority may propose to amend any of the terms and conditions in relation to the Contract/Service Specifications which shall be amended in consensus and mutual consent of Service providers and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the Schedule of Requirements and if such directions are resulting in extra time/fund requirement on part of Service providers / consortium members; accordingly Authority shall by way of issuing a change request or otherwise extend the timelines and/or increase the price.

6. Commencement and Progress

- 6.1 Subject to the fulfillment of the Conditions Precedent under Clause 3.1 above, Service providers shall commence the performance of its obligations in a manner as per the Scope of Work specified under Clause 4 above.
- 6.2 Service providers shall proceed to carry out the Activities/Services with diligence and efficiently in accordance with any stipulation as to the time, manner, mode, and method of execution contained in the Contract.
- 6.3 Service providers shall be responsible for and shall ensure that all Activities/Services are performed in accordance with the Contract, Scope of Work, Scheduled Requirements and Service Specifications and that Service providers Team complies with such Service Specifications and all other standards, terms and other stipulations/conditions set out in this RFP and or the Contract.

7. Standards of Performance

- 7.1 Service provider shall perform the Activities/Services and carry out its obligations under the Contract with due diligence and in accordance with Good Industry Practices. Service provider shall employ appropriate advanced technology and engineering practices, shall maintain high safety standards, safe and effective equipment, machinery, material and methods and shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Authority and shall, at all times, support and safeguard the Authority's interests in any dealings with third parties.

8. Approvals and Required Consents

- 8.1 The Authority shall extend all necessary support to Service provider to obtain, maintain and observe all Applicable Permits/Approvals as may be necessary for Service provider to fulfill all its obligations under the Contract and/or for providing Goods and Services to the Authority. The costs of such Applicable Permits/Approvals shall be solely borne by Service provider. Authority shall provide all reasonable co-operation, support and information available with it for obtaining such Approvals.
- 8.2 In the event, despite the support provided by the Authority, the Applicable Permit/Approval could not be obtained by Service provider, Service provider and the Authority shall discuss and co-operate with one another for achieving a reasonable alternative arrangement at the earliest, so that there is minimal disruption of Work or business operations, until such Approval(s) is/are obtained. However, if for any reason, no alternative arrangement could be achieved, Parties shall mutually decide the further course of action, however, until then, Service provider shall not be relieved of its obligations to provide the Services and to achieve the Service Levels.

9. Constitution of Consortium

- 9.1 A group of Persons/entities may form a Consortium for submitting a bid under the present RFP. The Consortium shall be headed and represented through a Prime Bidder who shall act as the interface between the Consortium and the Authority. Unless the Authority deems fit and the Contract requires otherwise Prime Bidder shall be solely and absolutely accountable to the Authority for the performance of all

obligations under the Contract.

- 9.2 The Consortium Members have agreed that Prime Bidder is the prime point of contact between the Consortium Members and the Authority and it shall be primarily responsible for the discharge and administration of all the obligations contained herein. The Authority, unless it deems necessary shall deal only with the Prime Bidder. However, the Lead bidder and consortium members shall be jointly and severally liable to the Authority. Notwithstanding the foregoing, the Lead Bidder would have the sole responsibility of ensuring the delivery of products and services mentioned in all volumes of this RFP and each consortium member will only be responsible /liable for their scope of work.
- 9.3 Without prejudice to the obligation of the Consortium Members to adhere to and comply with the terms of the Contract, the Consortium Members have executed and submitted a power of attorney in favor of the Prime Bidder authorizing him to act for and on behalf of such members of the Consortium and to do all acts as may be necessary for fulfillment of obligations under the Contract.
- 9.4 No agreement/contract executed within the consortium members be amended, modified and/or terminated without the prior written consent of the Authority. An executed copy of each of such agreements/contracts shall, immediately upon execution be submitted by Service provider to the Authority.
- 9.5 Where, during the term of the Contract, Prime Bidder terminates any contract/arrangement or agreement relating to the performance of Services, Prime Bidder shall be responsible and severally liable for any consequences resulting from such termination. Prime Bidder shall in such case ensure the smooth continuation of Services by providing a suitable replacement to the satisfaction of the Authority at no additional charge and at the earliest opportunity.

10. Service provider s Obligations

- 10.1 Service providers obligations shall include performance of all the Services as specified in the Scope of Work under Clause 4 of this RFP and also under the other clauses of the RFP (Volume I, II and III), the Contract and any amendments/changes thereof to enable the Authority to meet the objectives and operational requirements in the Contract. It shall be Service provider s responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of its Bid, the RFP and the Contract. In addition to the aforementioned, Service provider shall provide Services to manage and maintain the said system and infrastructure as mentioned in RFP Volume III.
- 10.2 Service provider shall ensure that the Services are performed through the efforts of Service providers Team/Key Personnel and are in accordance with the terms hereof and to the satisfaction of the Authority. Nothing in this RFP or the Contract will relieve Service provider SA from its liabilities or obligations under the RFP or the Contract to provide the Services in accordance with the Authority's directions and requirements and as stated in the Contract and the Bid to the extent acceptable by the Authority and Service provider shall be liable for any non- performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its team.

- 10.3 Service provider shall be fully responsible for deployment/installation/development and integration of all the software and hardware components and for resolving any problems/issues that may arise due to integration of components.
- 10.4 In addition to the aforementioned, Service provider shall provide Services to manage and maintain the said system and infrastructure as mentioned in Section 1 of RFP Volume II.

11. Selection of Service providers Key Personnel:

- 11.1 Service provider shall ensure that Service providers Team/Key Personnel is/are competent, professional and possesses the requisite qualifications, skills and experience appropriate to the task they are required to perform under the Contract.
- 11.2 The Authority reserves the right to interview and reject, if found unsuitable, the Key Personnel proposed by Service provider that shall be deployed as part of the Project team.

12. Changes in Service providers Key Personnel:

- 12.1 The Authority reserves the right to require changes in Service providers Key Personnel, which shall be communicated to Service provider.
- 12.2 In case of change in Service providers Key Personnel/team members, for any reason whatsoever, Service provider shall also ensure that the exiting team members are replaced with at least equally qualified and professionally competent members and the Service provider will be liable for a 5% deduction in man month rates for the said position.
- 12.3 In case of change in its team members and for ensuring a smooth transition between an outgoing team member with a new team member, Service provider shall ensure a reasonable amount of time overlap in activities to ensure proper knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and the new member.

13. Exit of Service providers Key Personnel:

- 13.1 Deleted

14. Services provided by OEMs:

- 14.1 Deleted

15. Software, Licenses obtained by Service provider

- 15.1 All the software licenses that Service provider proposes to obtain or use for the purposes of fulfilling its various obligations under the Contract have to be genuine and should be perpetual in nature. The software licenses shall not be pirated or restricted based on location and the Authority should have the flexibility to use them for other requirements if necessary. All Applicable Permits/Approvals/software licenses shall be obtained by Service provider in the name of Authority only unless the Authority expressly agrees to give its consent in writing to do otherwise.
- 15.2 The Authority reserves the right to review the terms of the warranty and annual maintenance agreements entered into between Service provider and OEMs and no such agreement/contract shall be executed, terminated and/ or amended / varied to the

detriment of the Authority, without the prior written consent of the Authority. An executed copy of each of such agreements/contracts and any amendments thereto shall, immediately upon execution be submitted by Service provider to the Authority

- 15.3 Service provider shall ensure that the OEMs shall provide for servers/equipment supply and/or installation of all types, updates, patches, fixes and/or bug fixes for the firmware or software from time to time at no additional cost to the Authority.

16. Powers of Service providers representative(s)/Key Personnel:

- 16.1 Service providers representative(s) shall have all the powers requisite for the execution of Scope of Work and performance of Services under the Contract. Service providers representative(s) shall liaise with the Authority's representative for the proper coordination and timely completion of the Works and on any other matters pertaining to the Works.
- 16.2 Service provider s representative(s) shall extend full co-operation to Authority's representative in the manner required by them for supervision/inspection/observation of the equipment/goods/material, procedures, performance, progress, reports and records pertaining to the works. Service provider shall also have complete charge of Service provider Team engaged in the performance of the Works and to ensure compliance of rules, regulations and safety practice. Service provider s representative(s) shall also cooperate with the other service providers/vendors of the Authority working at the Authority's office locations & field locations and DC Site. Such Service provider s representative(s) shall be available to the Authority's Representative at IC4 during the execution of Works.
- 16.3 Service provider shall be responsible on an ongoing basis for coordination with other vendors and agencies of the Authority in order to resolve issues and oversee implementation of the same. Service provider shall also be responsible for resolving conflicts between vendors in case of borderline integration issues.

17. Setting up of Project Office:

- 17.1 Service provider shall set up a Project Office at the location if the same is insisted by the Authority. The technical manpower deployed on and necessary at the Project Office for the execution of the Works shall work from the said Project Office. However, some work may be carried out by Service provider from its other offices during the Contract period.

18. Access to Client Site and Data Centre

- 18.1 The Authority's representative upon receipt of request from Service provider intimating commencement of activities at various locations shall give to Service provider access to the Clients as may be necessary to enable Service provider to commence and proceed with the installation of the Works in accordance with the Program of Work or for performance of facilities management services. Any reasonable proposal of Service provider for access to DC Site to proceed with the installation of any Works in accordance with the Program of Work shall be considered for approval and shall not be unreasonably withheld by the Authority. Such requests shall be made to the Authority's representative in writing at least 7 (seven) days prior to start of the Work.

19. Commencement of Installation

Deleted

20. Reporting Progress

- 20.1 Service provider shall monitor progress of all the activities related to the execution of the Contract and shall submit to the Authority progress reports with reference to all related work, Milestones and their progress during the implementation phase.
- 20.2 Formats for all above mentioned reports and their dissemination mechanism shall be discussed and finalized along with Project Plan. The Authority on mutual agreement between both Parties may change the formats, periodicity and dissemination mechanism for such reports.
- 20.3 Periodic meetings shall be held between the representatives of the Authority and Service provider once in every 15 days or as decided by the Authority during the implementation phase to discuss the progress of implementation. After the implementation phase is over, the meeting shall be held as an ongoing basis, as desired by Authority, to discuss the performance of the Contract.
- 20.4 Service provider shall ensure that the respective solution teams involved in the execution of Works are part of such meetings.

21. Inspection by the Authority:

- 21.1 The Authority reserves the right to inspect and monitor/assess the progress/performance of the Works/Services/Project at any time during the course of the Contract. The Authority may demand and upon such demand being made, Service providers shall provide documents, data, material or any other information which the Authority may require, to enable it to assess the progress/performance of the Works/Services/Project.

22. Monitoring of Service providers performance:

- 22.1 At any time during the course of the Contract, the Authority shall have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by Service providers of its obligations/functions in accordance with the standards committed to or required under the Contract and Service providers undertakes to cooperate with and provide to the Authority or to the said agency any Document(s) and other details as may be necessary/required by them for this purpose.
- 22.2 Should the rate of progress of the Works or any part of it, at any time falls behind the stipulated time for completion of any Milestone related to the Works or is found to be too slow to ensure completion of the Works by the stipulated time, or is in deviation to Tender requirements/standards, the Authority's representative shall so notify Service providers in writing.
- 22.3 Service providers shall send reply to the written notice giving details of the measures it proposes to take to expedite the progress so as to complete the Works by the prescribed time or to ensure compliance to RFP requirements/Contract. Service providers shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Authority or Authority's representative that the actual progress of the Works does not conform to the Approved Plan, Service providers shall produce at the request of the Authority's

representative a revised Plan showing the modification to the Approved Plan necessary to ensure completion of the Works within the time for completion or steps initiated to ensure compliance to the stipulated requirements

- 22.4 The submission seeking approval by the Authority or its representative of such Plan shall not relieve Service providers of any of its obligations or responsibilities under the Contract.
- 22.5 In case during execution of Works, the progress falls behind schedule or does not meet the Tender requirements, Service provider shall deploy extra manpower/resources to make up the progress or to meet the RFP/Contract requirements. Plan for deployment of extra man power/resources shall be submitted to the Authority for its review and approval. All time and cost effect in this respect shall be borne, by Service provider within the Contract value.

23. Knowledge of Clients Data Centre/ Server Room

- 23.1 Deleted

24. Project Plan

- 24.1 Within 15 (fifteen) calendar days of Effective Date of the Contract, Service provider shall submit to the Authority for its approval a detailed Project Plan with details of the Project showing the sequence, procedure and method in which it proposes to carry out the Works. The Plan so submitted by Service provider shall conform to the requirements and timelines specified in the Contract. The Authority and Service provider shall discuss and agree upon the work procedures to be followed for effective execution of the Works, which Service provider intends to deploy and shall be clearly specified. The Project Plan shall include but not be limited to Project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with Good Industry Practices and delivery schedule in accordance with the Contract. Approval by the Authority's Representative of the Project Plan shall not relieve Service provider of any of its duties or responsibilities under the Contract.
- 24.2 If Service providers Work Plans necessitate a disruption/shutdown in Authority's operation, the Plan shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of Service provider to develop/adhere such a Work Plan shall be to its account.

25. Adherence to safety procedures, rules regulations and restriction

- 25.1 Service providers Team shall comply with the provision of all Applicable Laws including labor laws, rules, regulations and notifications issued there under from time to time. All safety and labor laws enforced by statutory Government Agencies and by Authority shall be applicable in the performance of this Contract and Service providers Team shall abide by these Applicable Laws.
- 25.2 No access to any person except the essential members of Service providers Team who are duly authorized by the Authority and are genuinely required for execution of the Works or for carrying out management/maintenance shall be allowed entry. Even if access is required to be provided to such unauthorized personnel of Service provider, the same

shall be with prior approval of Authority's Representative and restricted to the pertaining equipment of the Authority on a need basis only. Service provider shall maintain a log of all activities carried out by each of its team/ Key Personnel.

- 25.3 No staff of Service provider, except the essential staff who have genuine work-related need, should be given access to the facilities. All such access should be logged in a loss free manner for permanent record with unique biometric identification of the staff to avoid misrepresentations or mistakes.
- 25.4 Service provider shall take all measures necessary or proper to protect its Key Personnel, Work and facilities and shall observe all reasonable safety rules and instructions. Service providers Team shall adhere to all security requirement/regulations of the Authority during the execution of the Work. Authority's employees shall also be required to comply with safety procedures/policy.
- 25.5 Service provider shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation related to the Works/Project and shall take all necessary emergency control steps to avoid such abnormal situations.

26. Statutory Requirements

- 26.1 During the tenure of the Contract nothing shall be done by Service provider or its team including Consortium Members in contravention of Applicable Laws or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Authority indemnified in this regard.

27. Authority's Obligations

- 27.1 Authority or its nominated representative shall act as the nodal point for implementation of the Contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to 20.4 Service provider.
- 27.2 Authority shall ensure that timely approvals are provided to Service provider as and when required, which may include approval of Project Plans, implementation methodology, design documents, specifications, or any other document necessary in fulfillment of the Contract.
- 27.3 The Authority's representative shall interface with Service provider, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Authority shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Authority is proper and necessary.
- 27.4 Authority may provide on Service providers request, particulars/information/or documentation that may be required by Service provider for proper planning and execution of the Works and for providing Services covered under the Contract and for which Service provider may have to coordinate with respective vendors.

28. Payments

- 28.1 Authority shall make payments to Service provider at the times and in the manner set out in the Payment schedule as specified under Payment Milestones herein below subject to the penalties.

- 28.2 All payments agreed to be made by KIIFCON to the Service provider in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable, if any, and Authority shall not be liable to pay any such levies/other charges under or in relation to the Contract and/or the Services.
- 28.3 No invoice for extra work/change order on account of change order shall be submitted by Service provider unless the said extra work/change order has been authorized/approved by the Authority in writing in accordance with Change Control Note (as mentioned under Annexure I of this section of the RFP)
- 28.4 In the event of KIIFCON noticing at any time that any amount has been disbursed wrongly to Service provider or any other amount is due from Service provider to the Authority, the Authority may without prejudice to its rights recover such amounts by other means after notifying Service provider or deduct/adjust such amount from any payment falling due to Service provider. The details of such recovery, if any, shall be intimated to Service provider. Similarly, Service provider shall also be entitled to receive the payment of any undisputed amount under subsequent invoice for any amount that has been inadvertently omitted in previous invoice on the part of the Authority or Service provider.
- 28.5 All payments to Service provider shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under Applicable Laws. All costs, damages or expenses which Authority may have paid or incurred, for which under the provisions of the Contract, Service provider is liable, the same shall be deducted/set off by Authority from any payments/dues payable to Service provider. All payments to Service provider shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Authority to Service provider on chargeable basis.
- 28.6 **Payment milestones and Deliverables**
10% of the Project Capex will be paid as advance towards execution of the Contract Agreement and submission of performance security, valid for project deployment period. However, for this advance payment, equivalent amount of bank guarantee shall be furnished by Service provider to the Authority. The remaining payment will be based on the completion and submission of various components as below.

Activities	Milestone	Timeline	Payment Milestones
	10% Mobilization advance against 110% Bank guarantee and this will be recovered in equal installments in running bills	T	Work Commencement
Activity 1	Ground Control Point Survey using DGPS (GCPs should be collected from the field using DGPS for geo-referencing of aerial imagery from drones/aircraft)	T + 1 month	On submission of complete deliverable, testing and acceptance by KIIFCON, CSML and KMC
Activity 2	Building Digital Twin (LiDAR Survey, Optical Imaging, Post Processing of the data, 3D Mesh Model and 3D base map generation)	T + 4 months	On submission of complete deliverable, testing and acceptance by KIIFCON, CSML and KMC

Activity 3	GIS Mapping (Buildings, roads and other Layers digitization as per Scope of Work and attribute data integration as specified)	T + 4 months	On submission of complete deliverable, testing and acceptance by KIIFCON, CSML and KMC
Activity 4	Field Survey for Address Geocoding on digitized buildings	T + 5 months	To be released based on Pro-Rata basis based on survey completion and validation
Activity 5	Development and Integration of GIS Data for 3D Visualization and Analysis	T + 6 months	On submission of complete deliverable, testing and acceptance by KIIFCON, CSML and KMC
Activity 6	1 years data updation support Mobilisation of GIS Assistant (2 Nos) and GIS Engineer.		Man-month based payments

29. Intellectual Property Rights

- 29.1 Except for any ownership rights in any intellectual property that have been expressly granted to the Service provider under the Agreement, the Authority and Client shall exclusively retain all rights, title and interest in and to any third party licensed technology, including all worldwide technology and Intellectual Property Rights which has been used for the Project.
- 29.2 Preservation of notice: Service provider shall not remove, efface or obscure any copyright notices or other proprietary notices or legends from any licensed technology or materials provided under the Contract, and shall reproduce all such notices and legends when incorporating licensed technology or materials into any integrated products.
- 29.3 Authority and client shall exclusively own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of the Contract, including but not limited to all processes, software, technology, processes, methodologies, process improvements, ideas, concepts, products, specifications, reports and other documents which have been newly created and developed by Service provider or its Subcontractor solely during the performance of Services/execution of the Contract (hereinafter "Developed Materials") and for the purposes of inter-alia use during the Project. Service provider shall have no rights in such Developed Materials and undertakes to promptly disclose to the Authority all such Intellectual Property Rights/Developed Materials created during the performance of the Services/Works. Service provider shall promptly assign, completely and in writing to Authority any such Developed Materials and shall execute all such agreements/documents and obtain all permits and approvals that may be necessary to perfect Authority's rights in the Developed Materials. It is a fundamental provision of the Contract that Service provider will not violate or breach any Intellectual Property Rights of the Authority. Should Service provider use or provide unauthorized access to the Developed Materials or breach any of the confidentiality of these Developed Materials, the Authority shall have the right to terminate the Contract forthwith and seek injunctive and other equitable reliefs.
- 29.4 Pre-existing work: All Intellectual Property Rights existing prior to the Effective Date of the Contract shall belong to the Party that owned such rights immediately prior to

the Effective Date. Subject to the foregoing, the Authority will also have rights to use and copy all Intellectual Property Rights, process, specifications, reports and other document, drawings, manuals etc. provided or used by the Service provider / Consortium / Sub- Contractors as part of the Scope of Works under the Contract for the purpose of the Contract on non-exclusive, non-transferable, perpetual, royalty-free license to use basis.

- 29.5 Further, the Service provider shall be obliged to ensure that all Applicable Permits which are, inter- alia, necessary for use of the Deliverables, Goods, Services, applications works etc. provided/undertaken by the Service provider / Consortium / Sub-Contractors under the Contract shall be acquired in the name of the Authority and to use such permits till the term of such permits on behalf of the Authority solely for the purpose of execution of any of its obligations under the terms of the Contract. However, even subsequent to the Term/expiry of the Contract, such Approvals/Applicable Permits shall endure to the exclusive benefit of the Authority.
- 29.6 Service provider shall not copy, reproduce, translate, adapt, vary, modify, disassemble, decompile or reverse engineer or otherwise deal with or cause to reduce the value of the Products except as expressly authorized by Authority in writing.

30. Taxes

- 30.1 Service provider shall bear all personal taxes levied or imposed on its Personnel, or any other member of Service provider s Team, etc. on account of payment received under the Contract. Service provider shall bear all corporate taxes, levied or imposed on Service provider on account of payments received by it from the Authority for the Work done/Services provided under the Contract.
- 30.2 Service provider shall bear all taxes and duties as may be levied or imposed on Service provider under or in relation to the Contract and under the Applicable Laws including but not limited to Goods & Services Tax (GST) (including any IGST,CGST & SGST) and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire Contract period and thereafter till such time the liability relates to Service provider s obligation under the Contract, i.e., on account of Goods supplied and Services rendered and payments received by it from the Authority under the Contract. It shall be the responsibility of Service provider to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. Service provider shall also provide the Authority such information, as it may be required in regard to Service providers details of payment made by the Authority under the Contract for proper assessment of taxes and duties as may be imposed under Applicable Laws. The amount of tax withheld by the Authority shall at all times be in accordance with Indian Tax Law or any other Government Agency and the Authority shall promptly furnish to Service provider original certificates for tax deduction at source and paid to the Tax authorities.
- 30.3 Service provider agrees that it shall comply with the Indian Income Tax Act or any other Applicable Laws in force from time to time and pay Indian Income Tax or other applicable taxes and duties, as may be imposed/levied on them by the Indian Income Tax Authorities/Government Authorities, for the payments received by them for the Works performed under the Contract.
- 30.4 Bidders shall fully familiarize themselves about the taxes applicable to the Bidders

under Applicable Laws on the amounts payable by the Authority to them under the Contract. All such taxes must be included by Bidders in their financial proposal. (Bidder to find out applicable taxes for the components being proposed.)

- 30.5 Should Service provider fail to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws, and consequently, any interest or penalty is imposed by the concerned authority on Authority/ Service provider, Service provider shall bear the same. Service provider shall indemnify Authority from and against any and all claims, liabilities, losses or damages arising out of the Contract or in connection with such taxes, including interest and penalty levied/assessed by any such tax authority against the Authority/ Service provider.
- 30.6 The goods and services tax (GST) on Works (central or state) if levied on supplies made from indigenous vendors for the Works shall be borne by Service provider within the Contract price. Any other tax/duty, if applicable, shall be payable extra, at actuals by the Authority in accordance with the conditions of the Contract and upon submission of proof of payment of such taxes.
- 30.7 The Authority shall if so required by Applicable Laws in force, at the time of payment, deduct income tax payable by Service provider at the rates in force, from the amount due to Service provider and pay to the concerned tax authority directly.

31. Indemnity

- 31.1 Service provider hereby agrees to indemnify defend and hold harmless the Authority, client and PMC and its Affiliates, respective officers, directors and agents and their respective successors and assigns from and against any and all claims (including from third parties), losses, liabilities of any kind howsoever suffered, fees (including reasonable attorneys' fees, disbursements and costs of investigation), damages, cost and expenses (collectively "Losses"), arising or incurred inter alia during and after Contract period in connection with:
- a) any negligence or wrongful act or omission by Service provider or any third party associated with Service provider in connection with or incidental to the Contract;
 - b) Service provider or its Sub Contractor's actual or alleged failure occurring after the Effective Date to observe or perform any duties or obligations required to be observed or performed by Service provider or its Subcontractor under or with respect to any obligations under the Contract;
 - c) the damage to or loss or destruction occurring after the Effective Date of any real or tangible personal property in the possession or under the control of Service provider, or any Affiliate thereof;
 - d) the death or bodily injury occurring after the Effective Date of any agent, employee, Subcontractor's employee, visitor of Service provider or its Subcontractor;
 - e) any breach of Service provider's representations and warranties set forth in the Contract occurring after the Effective Date to the extent caused by Service provider or its Affiliates, or its or their agents, employees or Subcontractors;
- 31.2 Service provider agrees to indemnify, defend and hold harmless the Authority, Client and PMC and/or its Affiliates from and against all losses incurred by the Authority and/or its Affiliates as a result of any allegations that the software, data, intellectual property or other materials supplied by the Service provider or used by Service provider infringes, misappropriates, or violates any patent, copyright, trademark or trade secret or other intellectual property of any third party.

In the event of any third party claim against the Authority, Client and PMC and/or its Affiliates in respect of the use of such software data, intellectual property or other materials, in addition to the indemnification obligations set forth herein, the Authority, at its option, may: (a) obtain a right to use such software or materials without obligation on the part of the Authority to the owner of the allegedly infringed Intellectual Property; (b) modify the software or materials, without materially diminishing the functionality or performance thereof, to become non-infringing at Service providers sole expense; or (c) require that the Service provider discontinue the use of the infringing software or materials. Notwithstanding the foregoing, the Authority will have no liability for any third party claim of infringement based upon: (i) modifications of the software or materials that are not made by the Authority; (ii) the use of software or materials in connection with another product or service (the combination of which causes the infringement) if the Authority did not approve of such use; or (iii) Service provider's non-compliance with the Authority's specific instructions. Service provider shall take commercially reasonable steps to mitigate damages arising from the liability arising under this clause.

- 31.3 Regardless of anything contained (except for Service provider's liability for bodily injury arising out of gross negligence or willful misconduct for which it is legally liable and its liability for infringement of any Intellectual Property Rights including of any third party in accordance with the terms of the Contract), the total liability of Service provider, is restricted to the total value of the Contract.

32. Representations and Warranties:

- 32.1 Service provider represents that it is a company duly organized, validly existing and in good standing under the Applicable Laws and has full corporate power and authority to implement the terms hereof. It is specifically agreed between the Parties that Service provider has all the Approvals and Permits required to execute the Works/provide the Services under the Contract.
- 32.2 Service provider warrants that it is not currently in breach of, in default under, or in violation of, and the execution and delivery of the Contract and the performance of its obligations thereunder will not constitute or result in any breach of, default under or violation of, any Applicable Laws, rule or regulation of any governmental unit, or the provisions of the Service providers articles of association or bye-laws, or any franchise or license, or other agreement by which it is bound to abide with.
- 32.3 It is fundamental term of the Contract that Service provider has been and shall continue to comply with all the Applicable Laws, including all the applicable labor laws and regulations, and shall keep the Authority indemnified from all acts of commission, breaches and/or any claims and expenses to which the Authority may be put or involved due to Service provider's non-compliance of the such laws and regulations.
- 32.4 A comprehensive warranty applicable on Goods supplied under the Contract shall be provided by the Service provider for the remaining period of Contract from the date of acceptance of respective system by the Authority.
- 32.5 Technical support for software applications shall be provided by Service provider / the respective OEMs for the period of Contract. The technical support should include all upgrades, updates and patches to the respective software applications.

- 32.6 The Service provider warrants that the Goods supplied under the Contract are new, non- refurbished, unused and recently manufactured; shall not be nearing end of sale/End of support; and shall be supported by the Service provider and respective OEM along with Service and spares support to ensure its efficient and effective operation for the entire duration of the Contract.
- 32.7 The Service provider warrants that the Goods supplied under the Contract shall be of the highest grade and quality and consisted with the established and generally accepted standards for materials of this type. The Goods shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in Goods, unless provided otherwise in the Contract, shall also be made available.
- 32.8 The Service provider further warrants that the Goods supplied under the Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture or workmanship (except insofar as the design or material is required by the Authority's specifications) or from any act or omission of the Service provider, that may develop under normal use of the supplied Goods in the conditions prevailing at the respective Data Center Sites.
- 32.9 The Authority shall promptly notify the Service provider in writing of any claims arising under this warranty.
- 32.10 Upon receipt of such notice, the Service provider shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the Authority may have against the Service provider under the Contract.
- 32.11 If the Service provider, having been notified, fails to remedy the defect(s) within a reasonable period, the Authority may proceed to take such remedial action as may be necessary, at the Service provider's risk and expense and without prejudice to any other rights which the Authority may have against the Service provider under the Contract.
- 32.12 Any (OEM) specific warranty terms that do not conform to conditions under the Contract shall not be acceptable.
- 32.13 Service provider shall provide adequate supervision to ensure correct execution of the Works/performance of the Services in accordance with the prevailing instructions agreed upon between the Authority and the Service provider. Further, Service provider and its Key Personnel shall take utmost care in the performance of the Works/Services and ensure that none of the properties of the Authority gets damaged due to any action taken or any failure to act on its part.
- 32.14 "Defects Liability Period" - Defects Liability Period (DLP) for works and services (other than Goods as defined in the definition section) shall be applicable from the date of acceptance for a period of 5 years.

33. Term and Extension of the Contract

- 33.1 The Contract Term/period shall commence from the date of signing of contract or issuance of letter of intent/letter of award, whichever is earlier, and shall remain valid for 5 months from the date of signing of the Contract (hereinafter "Term"). Service provider shall complete all Works stipulated under the Contract within the time period specified under this clause.

- 33.2 If any delay occurs due to circumstances beyond control of Service provider such as strikes, lockouts, fire, accident, defective materials, delay in obtaining Applicable Permits/Approvals or any cause whatsoever beyond the reasonable control of Service provider, a reasonable extension of time/ Term, upon a request being made by Service provider in writing at least three months in advance shall be granted by the Authority in writing.
- 33.3 Notwithstanding what has been stated under Clause 31.2, the Authority shall reserve the sole right to grant any such extension to the Term above mentioned and shall notify in writing to Service provider, at least 3 (three) months before the expiration of the Term hereof, whether it shall grant Service provider an extension of the Term or not. The decision to grant or refuse the extension of the Term shall be at the Authority's sole discretion and such extension of the Contract, if any, shall be as per terms agreed mutually between the Parties.
- 33.4 Where the Authority is of the view that no further extension of the Term should be granted to Service provider, the Authority shall notify Service provider of its decision at least 3 (three) months prior to the expiry of the Term. Upon receipt of such notice, Service provider shall continue to perform all its obligations hereunder till the duration of the Term. During the notice period, the Authority shall either appoint an alternative agency/Replacement Service Provider/reappoint Service provider for a short extension or create its own infrastructure to operate such Services as are provided under the Contract.

34. Dispute Resolution

- 34.1 In case, a dispute is referred to arbitration, the arbitration shall be under the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof.
- 34.2 If during the subsistence of the Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, breach or any alleged breach of any provision of the Contract or regarding any question, including as to whether the termination of the Contract by one Party hereto has been legitimate/valid, the Parties hereto shall endeavor to settle such dispute amicably through joint discussion and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996. However, despite such efforts, if the dispute, differences or controversy still remains unresolved for a period of 30 days of its having been raised, then the same shall be referred to Arbitration.
- 34.3 The Arbitration proceedings shall be held in the following manner:
- i. The Arbitration proceedings shall be held in Thiruvananthapuram, Kerala, India.
 - ii. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996 and any re-enactment(s) and/or modification(s) thereof and of the Rules framed thereunder shall apply to arbitration proceedings.
 - iii. The proceedings of Arbitration shall be in English language.
 - iv. Any dispute, difference or question to be referred to arbitration shall be initially referred to a mutually acceptable sole arbitrator. In case the Parties are unable to agree upon the sole arbitrator, then each Party shall appoint one arbitrator each and the two arbitrators so appointed shall appoint the third arbitrator, who shall be the

Presiding Arbitrator. The consortium of the three Arbitrators shall form the Arbitral Tribunal.

- v. In case, a Party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other Party or if the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of the Kerala High Court or any person or institution designated by him shall appoint the Arbitrator/Presiding Arbitrator upon request of one of the Parties.
- vi. Any letter, notice or other communications dispatched to Service provider relating to either arbitration proceeding or otherwise whether through the post or through a representative on the address last notified to the Authority by Service provider shall be deemed to have been received by Service provider although returned with the remarks, refused 'undelivered' where about not known or words to that effect or for any other reasons whatsoever
- vii. If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the Authority to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both Parties consent for the same; otherwise, he shall proceed de novo.
- viii. It is a term of the Contract that the Party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- ix. It is also a term of the Contract that neither Party to the Contract shall be entitled for any interest on the amount of the award.
- x. The Arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the Parties.
- xi. The fees of the arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the Parties.

35. Conflict of interest

- 35.1 Service provider shall disclose to the Authority in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for Service provider or Service provider s Team) in the course of providing Goods and performing the Works/Services as soon as practical after it becomes aware of that conflict.

36. Publicity

- 36.1 Service provider shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Authority first gives Service provider its written consent.

37. Force Majeure

- 37.1 Force Majeure shall not include any events caused due to acts/omissions of Service provider resulting in a breach/contravention of any of the terms of the Contract and/or Service provider s Bid. It shall also not include any default on the part of

Service provider due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

- 37.2 The failure or occurrence of a delay in performance of any of the obligations of either Party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen and shall mean an occurrence beyond the reasonable control and without the fault or negligence of either Parties affected and which the other Party is unable to prevent or provide against by the exercise of reasonable diligence including, but not limited to: war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, vandalism (due to law & order situation), terrorism, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred at any location in scope (hereinafter referred to as “Force Majeure Event(s)”). In such an event, the affected Party shall inform the other Party in writing within 5 (five) days of the occurrence of such event. Any failure or lapse on the part of SA in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure Events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute Force Majeure, as set out above.
- 37.3 In case of a Force Majeure Event, all Parties shall endeavor to agree on an alternate mode of performance in order to ensure the continuity of the Service/ Works and implementation of the obligations of a Party under the Contract and to minimize any adverse consequences of Force Majeure.

38. Delivery

- 38.1 Service provider’s Key Personnel shall have the required experience and proper qualifications to perform the Services, and the Authority shall have the right to reject any such Personnel if found unfit by Authority to provide the Services. Service provider shall also impart the appropriate training to its Engineers and Personnel on the current and emerging technologies, concepts and configurations in order to provide the Services in a more efficient manner.

39. Insurance

- a. Deleted

40. Transfer of Ownership

- 40.1 All Commercially off the Shelf (COTS) products/ OpenSource Solutions and related solutions and fixes provided pursuant to this Agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such products. Such licenses shall be brought on behalf of and in the name of the end-user of such licenses. Service provider shall be responsible for arranging any licenses associated with products. “Product” means any computer code, web-based services, or materials comprising commercially released, pre- release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to the Purchaser for license which is published by product owner or its affiliates, or a third party. “Fixes” means product fixes that are either released generally (such as

commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing. Further, the Service provider shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are, inter-alia, necessary for use of the Deliverables, goods, services, applications, services etc. provided by the Service provider / Consortium / subcontractors under this Agreement shall be acquired in the name of the end-user and Service provider shall have the non-exclusive, limited right to use such licenses till the Term on behalf of the end-user solely for the purpose of execution of any of its obligations under the terms of this Agreement. However, subsequent to the term of this Agreement, such approvals etc. shall endure to the exclusive benefit of the end-user.

- 40.2 Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by the Authority, Service provider shall deliver to the Authority all Documents provided by or originating from the Authority and all Documents produced by or from or for Service provider in the course of performing the Services, unless otherwise directed in writing by the Authority at no additional cost. Service provider shall not, without the prior written consent of the Authority store, copy, distribute or retain any such Documents.

41. Exit Management Plan

- 41.1 An Exit Management plan shall be furnished by Service provider in writing to the Authority within 60 (sixty) days from the date of signing of the Contract, which shall deal with at least the following aspects of exit management in relation to the Contract as a whole and in relation to the Project implementation, and Service Level monitoring:
- a. a detailed program of the transfer process that could be used in conjunction with a Replacement Service Provider including details of the means to be used to ensure continuing provision of the Services throughout the transfer process or until the cessation of the Services and of the management structure to be used during the transfer;
 - b. plans for provision of contingent support to Project and Replacement Service Provider for a reasonable period after transfer;
 - c. Exit Management Plan in case of normal termination of Contract period;
 - d. Exit Management Plan in case of any eventuality due to which Project is terminated before the Contract period; and
 - e. Exit Management Plan in case of termination of Service provider
- 41.2 Exit Management Plan at the minimum shall adhere to the following:
- a. 1 (One) month of the support to Replacement Service Provider post termination of the Contract;
 - b. all reasonable assistance necessary to ensure that an orderly transfer is achieved with minimal disruption, to Replacement Service Provider, of the Services, functions and operations that were provided prior to termination of Contract/exit of Service provider from Project, complete handover of the planning documents, bill of materials, functional requirements specification, technical specifications of all equipment, change requests if any, sources codes, wherever applicable, reports, documents and other relevant items to the Replacement Service Provider/Authority; and

- c. Certificate of acceptance from authorized representative of Replacement Service Provider issued to Service provider on successful completion of handover and knowledge transfer.
- 41.3 In the event of termination or expiry of the Contract, Project implementation, or Service Level monitoring, both Service provider and Authority shall comply with the exit management plan.
- 41.4 During the exit management period, Service provider shall use its best efforts to deliver the Works/Services.

B. PART B – SPECIAL CONDITIONS OF CONTRACT

42. Performance Security

42.1 To guarantee its performance under the Contract, the Service provider shall provide to Authority in its favor a Performance Bank Guarantee (PBG) which is unconditional, unequivocal and irrevocable for an amount equivalent to 5% of the order value of the Contract in the format prescribed in RFP issued by any of the nationalized banks only. The Performance Bank Guarantee shall be kept valid for the Term of the Contract and any extension of the Term and upto a period of 6 (six) months after the termination or expiry of the Contract. The Performance Bank Guarantee shall be encashed by the KIIFCON in the event of Service provider s failure to complete obligations or breach by Service provider of any of the terms and conditions of the Contract.

43. Liquidated Damages

43.1 If Service provider fails to supply, install or maintain any or all of the Goods or fails to complete the Works or fails to provide the Services as per the Contract, within the time period(s) specified in the RFP Vol III, the Authority without prejudice to its other rights and remedies under the Contract, deduct from the Contract price, as liquidated damage per week of 0.2% of the Contract value first 8 (eight) weeks and 0.3% per week for every subsequent week till such time the default continues with total of such deductions capped at **10%** of the total Contract Value.

43.2 The above deduction shall not in any case exceed 10 % of the Contract value.

43.3 The Authority may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any payments due to Service provider in its hands (which includes the Authority's right to claim such amount against Service provider's Bank Guarantee) or which may become due to Service provider at a prospective date. Any such recovery or liquidated damages shall not in any way relieve Service provider from any of its obligations to complete the Work or from any other obligations and liabilities under the Contract.

43.4 Delay not attributable to Service provider shall be considered for exclusion for the purpose of computing liquidated damages.

44. Limitation of Liability:

44.1 Limitation of Service provider s Liability towards the Authority:

- a. Except as otherwise provided in the Contract or in cases of gross negligence or willful misconduct on the part of Service provider or on the part of any person or company acting on behalf of Service provider in carrying out the Services, in no event either Party shall be liable to the other Party for any special, exemplary, punitive or similar damages, indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract;

44.2 Service provider, with respect to damage caused by Service provider to Authority's property, shall not be liable to Authority:

- a. for any indirect or consequential loss or damage; and

b. For any direct loss or damage that exceeds the total payments payable under the Contract to Service provider hereunder.

44.3 This limitation of liability shall not be applicable or restrict Service provider's liability in any manner for injury, loss of life caused to any person or damage to third party's property or infringement of any Intellectual Property Rights caused by Service provider or any Person (including Service provider's Subcontractor) acting on behalf of Service provider in carrying out the Services

44.4 The Authority's liability under the Contract, tort, negligence, default etc. whatsoever shall be limited to the amount of fees remaining to be paid to the Service provider under the Contract.

45. Ownership and Retention of Documents

45.1 The Authority shall own the Document(s), prepared by or for Service provider arising out of or in connection with the Contract.

45.2 Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Authority, Service provider shall deliver to the Authority all Documents provided by or originating from the Authority and all Documents produced by or for Service provider in the course of performing the Services, unless otherwise directed in writing by the Authority at no additional cost. Service provider shall not, without the prior written consent of the Authority store, copy, distribute or retain any such Documents.

46. Information Security

46.1 Service provider shall not carry any written/printed document, layout diagrams, compact disk, hard disk, storage tapes, other storage devices or any other goods/material proprietary to Authority into/out of any Project Location without written permission from the Authority.

46.2 Service provider shall not destroy any unwanted documents, defective tapes/media present at any location on their own. All such documents, tapes/media shall be handed over to the Authority.

46.3 All documentation and media at any location whether at the Project Location or otherwise, shall be properly identified, labeled and numbered by Service provider. The Service provider shall keep track of all such items and provide a summary report of these items to the Authority whenever asked for.

46.4 Access to Authority's data and systems, internet facility by Service provider at any location shall be in accordance with the written permission by the Authority. The Authority shall allow Service provider to use its facilities in a limited manner subject to availability. It is the responsibility of Service provider to prepare and equip itself in order to meet the requirements of providing the Services.

46.5 Service provider must acknowledge that Authority's business data and other Authority proprietary information or materials, whether developed by Authority or being used by Authority pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Authority; and 46.5 Service provider along with its team agrees to use reasonable care to

safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than reasonable care used by 46.5

Service provider to protect its own proprietary information. Service provider recognizes that the goodwill of Authority depends, among other things, upon Service provider keeping such proprietary information confidential and that unauthorized disclosure of the same by Service provider or its team could damage the goodwill of Authority, and shall be considered as a material breach of the Contract terms and conditions by Service provider. The Service provider may come into possession of such proprietary information, even though Service provider does not take any direct part in or furnish the Services performed for the creation of said proprietary information and it shall limit access of such proprietary information thereto only such employees with a need to such access to perform the Services . Service provider and or its Key Personnel shall use such information only for the purpose of performing the said Services.

46.6 Service provider shall, upon termination of the Contract for any reason, or upon demand by Authority, whichever is earlier, return any and all information provided to Service provider by Authority, which would include any Confidential information or any proprietary information including any copies or reproductions, both hardcopy and electronic of such information.

46.7 By virtue of the Contract, Service provider team may have access to information of the Authority and/or a third party which would include any Confidential Information or any proprietary information of such parties and will use such information only with prior approval of the Authority on a need only basis and to the extent required for performing the Services.

47. Records of contract documents

47.1 Service provider shall at all-time make and keep sufficient copies of the process manuals, operating procedures, specifications, Contract documents and any other documentation as may be required to fulfil the obligations under the Contract.

47.2 Service provider shall keep on the Server Room at least 3 (three) copies of each and every specification and copy of the Contract, in excess of it's own requirement and those copies shall be available at all times for use by the Authority's representative and by any other person authorized by the Authority's representative.

48. Security and Safety

48.1 Service provider shall comply with the directions issued from time to time by the Authority and the standards related to the security and safety, in so far as it applies to the provision of the Services.

48.2 Service provider shall upon reasonable request by the Authority, or its nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

49. Confidentiality

49.1 46.5 Service provider shall not, either during the Term or after expiration of the Contract, disclose any proprietary or Confidential Information relating to the

Services/Contract and/or Authority's business/operations, information, application/software, hardware, business data, architecture schematics, designs, storage media and other information/documents without the prior written consent of the Authority.

- 49.2 The Authority reserves the right to adopt legal proceedings, civil or criminal, against Service provider in relation to a breach of obligation by Service provider under this clause
- 49.3 Service provider shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the Authority to the satisfaction of the Authority.
- 49.4 Service provider shall notify the Authority promptly if it is aware of any unauthorized disclosure of the Confidential Information otherwise than as permitted by the Contract or with the authority of the Authority.
- 49.5 Service provider shall be liable to fully recompense the Authority for any loss of revenue arising from breach of confidentiality.

50. Events of Default by Service provider

- 50.1 The failure on the part of Service provider to perform any of its obligations or comply with any of the terms of the Contract shall constitute an Event of Default on the part of Service provider. The events of default are but not limited to the following:
 - a. Service provider / Service providers Teams failure to perform/ adhere to any instructions or directives issued by the Authority which it deems proper and necessary to execute the Scope of Work or provide Services under the Contract, or
 - b. Service provider / Service providers Teams failure to confirm/adhere to any of the key performance indicators as laid down in the Key Performance Measures/Service Levels, or if Service provider has fallen short of matching such standards/benchmarks/targets as the Authority may have designated with respect to the System or any Goods, task or service, necessary for the execution of the Scope of Work and performance of Services under this Contract. The above mentioned failure on the part of Service provider may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Authority; or
 - c. Service providers failure to remedy a defect or failure to perform its obligations in accordance with the Service Specifications as per this RFP or any other specifications issued by the Authority, despite being served with a default notice which laid down the specific deviance on the part of Service provider / Service provider's Team to comply with any stipulations or standards as laid down by the Authority; or
 - d. Service provider / Service providers Teams failure to adhere to any amended direction, instruction, modification or clarification as issued by the Authority during the term of the Contract and which the Authority deems proper and necessary for the execution of the Scope of Work under the Contract; or
 - e. Service provider / Service providers Teams failure to demonstrate or sustain any representation or warranty made by it in the Contract, with respect to any of the terms of the Bid, the RFP and the Contract.

- f. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to Service provider; or
- g. Service provider / Service providers Team's failure to comply with or is in breach or contravention of any Applicable Laws.

50.2 Where there has been an occurrence of such defaults inter alia as stated above, the Authority shall issue a notice of default to g. Service provider, setting out specific defaults/deviances/omissions/non-compliances/non-performances and providing a notice of 30 (thirty) days cure period to enable Service provider to rectify such default committed.

50.3 Where despite the issuance of a default notice to Service provider by the Authority, Service provider fails to remedy the default within the cure period provided to the satisfaction of the Authority, the Authority may, where it deems fit, issue to Service provider either another default notice or proceed to terminate the Contract forthwith.

51. Termination

51.1 The Authority may, terminate the Contract in whole or in part by giving Service provider a prior written notice indicating its intention to terminate the Contract under the following circumstances:

- a. Where the Authority is of the opinion that there has been such Event of Default on the part of e. Service provider / Service providers Team which would make it proper and necessary to terminate the Contract and may include failure on the part of service provider to adhere to the service levels or any part of its obligations under its Bid, the RFP or under the Contract.
- b. Where it comes to the Authority's attention that service provider (or service provider's Team) is in a position of actual conflict of interest with the interests of the Authority, in relation to any of terms of service provider's Bid, the RFP or the Contract.
- c. Where service provider's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against service provider, any failure by service provider to pay any of its dues to its creditors, the institution of any winding up proceedings against service provider or the happening of any such events that are adverse to the commercial viability of service provider. In the event of the happening of any events of the above nature, the Authority shall reserve the right to take any steps as are necessary, to ensure the effective transition of the sites, pilot site to a successor agency, and to ensure business continuity.
- d. Termination for Insolvency: The Authority may at any time terminate the Contract by giving written notice to service provider, without compensation to service provider, if service provider becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Authority.
- e. service provider may, subject to written approval by the Authority, terminate the Contract before the expiry of the Term by giving the Authority a prior and written notice at least 3 (three) months in advance indicating its intention to terminate the Contract.

51.2 In case of Deliverables/ milestone which is approved by the Authority and payment

is undisputed, the service provider may terminate the Contract in case of non-payment after 90 (ninety) days of serving the notice to KIIFCON.

52. Consequence of Termination

- 52.1 In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated term of the Contract or otherwise the Authority shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Project which service provider shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Authority and/or the successor agency/service provider, Replacement Service Provider as may be required, to take over the obligations of service provider in relation to the execution/continued execution of the requirements of the Contract.
- 52.2 Where the termination of the Contract is prior to its stipulated term on account of a default on the part of service provider or due to the fact that the survival of service provider as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Authority, through unilateral re-determination of the consideration payable to service provider, shall pay service provider for that part of the Services which have been authorized by the Authority and satisfactorily performed by service provider up to the date of termination. Without prejudice to any other rights, the Authority may retain such amounts from the payment due and payable by the Authority to service provider as may be required to offset any losses caused to the Authority as a result of any acts of omissions or commission by service provider. In case of any loss or damage due to default or inability on the part of service provider in performing any of its obligations with regard to executing the Schedule of Requirements under the Contract, service provider shall compensate the Authority for any such loss, damages or other costs, incurred by the Authority. Additionally, members of its team shall continue performing all its obligations and responsibilities under the Contract in an identical manner as were being performed before the default occurred due to acts of service provider as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the Authority and as may be proper and necessary to execute the Schedule of Requirements under the Contract in terms of service provider's Bid, the Bid Document and the Contract.
- 52.3 Nothing herein shall restrict the right of the Authority to invoke the Bank Guarantee and other guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to the Authority under the Applicable Law. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- 52.4 Upon termination or after expiration of Contract, service provider shall forthwith return to the Authority, all papers, material and other properties held by/provided to service provider during the Term of the Contract, including all Confidential Information and proprietary information provided to service provider for its use during the Project.

53. Miscellaneous

- 53.1 Under this Contract, the relationship between the Parties is that of independent contractors and no other relationship is intended, including a partnership, franchise, joint venture, agency, employee/employer, fiduciary, master/servant relationship, or other special relationship. Neither Party shall act in a manner, which expresses or implies a relationship other than that of independent contractors, nor bind the other Party. Service provider and the Sub-contractor shall take care of all liabilities, statutory or otherwise, in relation to persons employed by it or otherwise and the Authority shall not be responsible for the same in any manner whatsoever.
- 53.2 Service provider or any of its Affiliates shall not directly or indirectly, solicit for employment or engagement any employees of the Authority. The provisions of this clause shall be applicable during the Term of the Contract and shall survive the termination of the Contract for a period of 2 years from the date of termination. In addition, service provider shall not proceed to conduct operations/business similar to the Authority with any employee and/or consultant of the Authority who has knowledge of the Confidential Information, without the prior written consent of the Authority.
- 53.3 It is also agreed between the Parties that the Authority is under no obligation, whatsoever, to procure Services/execute Works from service provider alone. By executing the Contract, the Authority does not commit/guarantee any minimum amount of payments due to v for the Services/Works performed by service provider and holds the right to increase or decrease the Scope of Work provided under the Contract and in these cases, the Parties shall mutually agree upon any amendment to the charges which are payable to service provider for the Works/Services performed.
- 53.4 The Authority reserves the right to propose amendment or modification, of the terms of the Contract or any part of it by giving Service provider a notice in writing. No variation, amendment, modification or addition to the Contract shall be effective or binding on either of the Parties unless set forth in writing and executed by them through their authorized representatives.
- 53.5 The Contract shall be governed by and construed in accordance with the laws of India. The Parties agree to accept the exclusive jurisdiction of the competent courts of Thiruvananthapuram.
- 53.6 The Contract sets forth the entire agreement and understanding between the Parties as to the subject matter therein and shall supersede and override all previous communications, negotiations, commitments, agreements, and understandings, either oral or written, between the Parties with respect to the subject matter of the Contract.

54. Notice

- 54.1 Unless otherwise provided herein, all notices or other communications to be given pursuant to the Contract shall be made in writing, in English and by letter/email (save as otherwise stated) and shall be deemed to be duly given or made, in the case of personal delivery of the letter, when delivered; in the case of email, when sent, or, in the case of a letter, 3 (three) Business Days after being deposited in the post (by registered post, with acknowledgment due), postage prepaid, to such Party at its address or facsimile number specified herein or at such other address or facsimile number as such party may hereafter specify for such purposes to the other by notice in writing.

The addresses referred to above are:

a) In the case of a notice to the Authority:

Address : [●]

Attention : [●]

Telephone : [●]

Email : [●]

b) In the case of the Service provider

Address : [●]

Attention : [●]

Email : [●]

c) In the case of the Subcontractor (if applicable):

Address : [●]

Attention : [●]

Email : [●]

- I. A notice or other communication received on a day other than a Business Day, or after business hours in the place of receipt, shall be deemed to be given on the next following Business Day in such place.
- II. The address or email address for serving notices can be changed by any Party by properly serving notices on the other Parties informing them of the changes of address.
- III. In the event that a Party refuses delivery or acceptance of a notice, request or other communication, under the Contract, it shall be deemed that the notice was given upon proof of the refused delivery, provided the same was sent in the manner specified in the Contract.

54.2 No failure by either party to enforce any rights hereunder shall be construed as a waiver of such right(s).

54.3 If any provision of the Contract is held to be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision hereof or any statute, ordinance, rule of law or public policy, or for any other reason, such holding shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case, or of rendering any other provision herein contained inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences or Clauses contained in the Contract shall not affect the remaining portions of the Contractor any part hereof, and they shall otherwise remain in full force and effect.

54.4 Neither Service provider nor its employees or its Subcontractor shall have the right, power,

or authority to create any contract or obligation, express or implied, on behalf or, in the name of or binding on Authority.

- 54.5 The rights and obligations under the Contract are personal to Service provider and shall not be assigned by it, to any third party, without the express prior written authorization of the Authority.

55. Change Control Note (CCN)

- 55.1 This applies to and describes the procedure to be followed in the event of any proposed change to Contract, site Implementation, and Service levels. Such change shall include, but shall not be limited to, changes in the scope of services provided by Service provider and changes to the terms of payment.
- 55.2 Change requests in respect of the Contract, the site implementation, or the Service levels shall emanate from the Parties' representative who shall be responsible for obtaining approval for the change and who shall act as its sponsor throughout the Change Control Process and shall complete Part A of the CCN (Annex I, Section 3 of the RFP). CCNs shall be presented to the other Party's representative who shall acknowledge receipt by signature of the authorized representative of the Authority.
- 55.3 Service provider and the Authority while preparing the CCN, shall consider the change in the context of whether the change is beyond the scope of Services including ancillary and concomitant services required. The CCN shall be applicable for the items which are beyond the stated/implied scope of work as per the RFP document.
- 55.4 Service provider shall assess the CCN and complete Part B of the CCN. In completing Part B of the CCN Service provider shall provide as a minimum:
- a) a description of the change;
 - b) a list of Deliverables required for implementing the change;
 - c) a timetable for implementation;
 - d) an estimate of any proposed change; or any relevant acceptance criteria;
 - e) an assessment of the value of the proposed change;
 - f) Material evidence to prove that the proposed change is not already covered within the scope of the RFP, Contract and Service Levels.
- 55.5 Prior to submission of the completed CCN to the Authority or its nominated agencies, Service provider shall undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, Service provider shall consider the materiality of the proposed change in the context of the Contract, the sites, Service levels affected by the change and the total effect that may arise from implementation of the change.
- 42.2 Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided Service provider meets the obligations as set in the CCN. In the event Service provider is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party shall be borne by Service provider. Change requests and CCNs shall be reported monthly to each Party's representative who shall prioritize and review progress.

ANNEXURES

Annexure I: Change Control Note

Change Control Note		CCN Number:
Part A: Initiation		
Title		
Originator		
Sponsor		
Date of Initiation		
Details of Proposed Change		
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)		
Authorized by Authority	Date	
Name		
Signature		
Received by the Bidder	Date	
Name		
Signature		
Change		
Change Control Note		CCN Number:
Part B: Evaluation		
(Identify any attachments as B1, B2, and B3 etc.)		
Changes to Services, payment terms, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.		
Brief Description of Solution:		
Deliverables:		
Timetable:		
Charges for Implementation:		
Other Relevant Information:		
(including value-added and acceptance criteria)		
Authorized by Authority	Date	
Name		
Signature		
Change Control Note		CCN Number:
Part C: Authority to Proceed		
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)		
Approved		
Rejected		
Requires Further Information (as follows, or as Attachment 1 etc.)		
For Authority and its nominated agencies		For Service provider
Signature	Signature	
Name	Name	
Title	Title	
Date	Date	

Annexure II: FORM OF AGREEMENT

This Agreement (hereinafter "Agreement") made on this _____ day of _____, 2022 BETWEEN KIIFCON Pvt.Ltd (hereinafter referred to as the "KIIFCON", which expression shall include its successors and assigns) of the One Part; AND _____ (hereinafter referred to as the "Service Provider" which expression shall include its successors and assigns) of the Second Part.

AND WHEREAS, the KIIFCON invited bids for the selection of Service Provider for the Implementation of a Geospatial Management Information System including GIS & Multi-Purpose Household Survey, Utility Mapping, 3D Mapping, LiDAR Survey, Web GIS Development with Operation and Maintenance for selected wards of the Kochi Municipal Corporation.

AND WHEREAS, pursuant to the bid submitted by the **Service Provider**, vide (here in after referred to as the "Bid or Offer") for the execution of Works, the KIIFCON by its Letter of Acceptance dated _____ accepted the offer submitted by the **Service Provider** for the execution and completion of such Works as specified in the RFP documents and on the conditions in accordance with the documents listed in para 2 below.

AND WHEREAS, the **Service Provider** by a deed of undertaking dated _____ has agreed to abide by all the terms of the Bid, including but not limited to the amount quoted for the execution of Contract, as stated in the Bid, and also to comply with such terms and conditions as may be required from time to time.

AND WHEREAS, pursuant to the Bid submitted by the **Service Provider** vide _____ (hereinafter referred to as the "the Offer"), the KIIFCON has by its Letter of Acceptance no. _____ dated _____ accepted the Offer submitted by the **Service Provider** for the execution and completion of such Works and the remedying of any defects therein, on terms and conditions of the Agreement;

AND WHEREAS, the **Service Provider** has agreed to undertake such Works and has furnished a Performance Bank Guarantee / PBG pursuant to clause 40 of the Section II.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to;
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement viz. (a) Complete Request for Proposal (RFP) documents being Volumes I, II and III of the RFP and Corrigendum and addendum, (b) Service Provider's Offer, (c) Letter of Acceptance or Letter of Award OR Letter of Intent issued by the KIIFCON, (d) the acceptance of Letter of Award from Service Provider, (e) Notice to Proceed with the Work, and (f) Any other document listed in the Contract Data.
3. The foregoing documents shall be constructed as complementary and mutually explanatory one with another. Should any ambiguities or discrepancy be noted then the order of precedence of these documents shall subject to the condition of particular application be as follows:

(a) Complete Request for Proposal (RFP) documents being Volumes I, II and III of the RFP and Corrigendum and addendum, (b) Agreement, (c) Service Provider’s Offer, (d) Letter of Acceptance or Letter of Award or Letter of Intent issued by the KIIFCON, (e) the acceptance of Letter of Award from Service Provider, (f) Notice to Proceed with the Work, and (g) Any other document listed in the Contract Data.

4. In consideration of the payments to be made by the KIIFCON to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the KIIFCON and the third party to execute and complete the Works and remedy any defects therein in conformity in all respect with the provisions of the Contract.

5. the KIIFCON hereby covenants to pay the Service Provider in consideration of the execution and completion of the Works and the remedying of defects therein the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract especially by referring the time frame, deliverables/payment milestone, penalties towards the agreed service levels, etc.

IN WITNESS WHEREOF, the Parties here to have caused this Agreement to be executed on the day and year first before written.

For KIIFCON Pvt.Ltd By.....	For and on behalf of the Selected Agency(Service Provider) By.....
(Signature)	(Signature)
Print Name.....	Print Name.....
Title.....	Title.....
Witness.....	Witness.....

Annexure III: Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is made and entered into day of....., 2024 by and between

.....having its office at_____ (hereinafter referred to as "End-user")

And

.....,having its office at_____ (hereinafter referred to as : Selected Agency" and/or "Service Provider")

"KIIFCON" and "Service Provider" shall be individually referred to as **Party** and collectively as **Parties** to this Agreement.

Whereas, the Parties have entered into a Contract bearing reference number_____ dated _____for_____provision of_____ (hereinafter referred to as 'Contract'); and

Whereas, during the execution of the Contract, PARTIES may disclose to each other certain information which is confidential and proprietary in nature and as such they wish to protect such information from unauthorized disclosure and use;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and in the Contract, the Parties agree as follows:

1. Definitions. As used herein:

- (a) The term "Confidential Information" shall include, without limitation, all information and materials, furnished by a Party ("Discloser") to another Party (Recipient) in connection with Government/corporates/citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to such Party's data, computer database, products and/or services. Confidential Information shall also include results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by Discloser in connection with the Recipients' or any government department's / Corporates information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force.
- (b) The term, "Service Provider" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Service provider including its affiliates, subsidiary companies and permitted assigns and successors.

2. Protection of Confidential Information. With respect to any Confidential Information disclosed by the Discloser to the Recipient or to which any Party has access, both the Parties agree that it shall:

- (a) Use the Confidential Information only for accomplishment of the Services to be performed under the Contract and in accordance with the terms and conditions contained herein;
 - (b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less than reasonable care than it takes to protect the confidentiality of its own proprietary and confidential information and that of its Clients;
 - (c) Not make or retain copy of any Confidential Information except as necessary, under prior written permission from other Party in connection with the Services to be performed under the Contract, and ensure that any such copy is immediately returned to the other Party even without express demand from such Party to do so;
 - (d) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any person or entity without the express written consent of discloser except as provided in clause 6 below; and
 - (e) Return to Discloser, or destroy, at Discloser's direction, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of:
 - (i) expiration or termination of the Contract, or
 - (ii) on request of Discloser.
 - (f) Not discuss with any member of public, media, press or any other person about the nature of arrangement entered between the Parties or the nature of services to be provided by the SELECTED AGENCY / Service Provider to the KIIFCON/ CSML.
3. **Onus.** Recipient shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the exceptions provided in clause 4 below.
4. **Exceptions.** The obligations of confidentiality as mentioned in this Agreement shall not apply to any information:
- (a) Which has become generally available to the public without breach of this Agreement by Recipient; or
 - (b) Which at the time of disclosure to Recipient was known to Recipient free of confidentiality restriction as evidenced by documentation in Recipient's possession;
- or
- (c) Which either Party agrees in writing is free of such confidentiality restrictions.
5. **Remedies.** The Parties acknowledge and agree that
- (a) any actual or threatened unauthorized disclosure or use of the Confidential Information by Recipient would be a breach of this Agreement and may cause immediate and irreparable harm to Discloser;

- (b) Damages from such unauthorized disclosure or use may be impossible to measure accurately and injury sustained by KIIFCON/CSML may be impossible to calculate and remedy fully. Recipient acknowledges that in the event of such a breach or threatened breach of any provision of this Agreement, Discloser shall be entitled to specific performance by Recipient of Recipient's obligations contained in this Agreement. Recipient shall indemnify, save, hold harmless and defend Discloser promptly upon demand and at its expense, at any given point in time from and against any and all suits, proceedings, actions, demands, losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively "Losses") to which Discloser may become subject to, in so far as such Losses arise out of, in any way relate to, or result from breach of obligations under this Agreement by Recipient. Such Party shall also be entitled, without the requirement of posting a bond or other security, to seek preliminary and final injunctive relief, as well as any and all other applicable remedies at law or equity, including the recovery of damages.
6. **Need to Know.** The Parties shall restrict disclosure of Confidential Information to its employees and/or consultants who have a need to know such information for accomplishment of Services under the Contract provided such employees and/or consultants have agreed to abide by the terms and conditions of this Agreement and agree that they shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of Discloser.
 7. **Intellectual Property Rights Protection.** No license to the Recipient, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to Recipient by the Discloser.
 8. **No Conflict.** The Parties represent and warrant that the performance of their obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective Parties to which they are a party or by which the respective Parties are bound.
 9. **Authority.** The Parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
 10. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the Parties hereby consent to submit to the exclusive jurisdiction of Courts and/or Forums situated at Thiruvananthapuram, Kerala, INDIA only.
 11. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the Parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the Parties with respect to the subject matter hereof.
 12. **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or representatives.
 13. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
 14. **Severability.** It is the intent of the Parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid

and enforceable under Applicable Laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

15. **Waiver.** If either Party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
16. **Survival.** The Parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement and obligations of indemnity shall survive for a period of 10 years after any expiration or termination of this Agreement.
17. **Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years post termination/expiry of Term of the Contract in case the Parties execute the Contract, the Parties shall not solicit or attempt to solicit each other's employees and/or consultants, for the purpose of hiring/contracting with such employees and/or consultants. In addition, Service Provider shall not proceed to conduct operations/business similar to the KIIFCON/CSML with any employee and/or consultant of the KIIFCON/CSML who has knowledge of the Confidential Information, without the prior written consent of the KIIFCON/CSML. This section will survive irrespective of the fact whether there exists a commercial relationship between Service Provider and KIIFCON/CSML.
18. **Term.** This Agreement shall come into force on the date first written above and, subject to aforesaid clause 16, shall remain valid up to two (2) years from the expiry or termination of the Contract.

IN WITNESS HEREOF, and intending to be legally bound, the Parties have executed this Agreement to make it effective from the date and year first written above.

For KIIFCON,
Name:
Title:

For: Selected Agency(Service Provider)
Name:
Title:

WITNESSES:

- 1.
- 2.