

Pimpri Chinchwad Municipal Corporation

REQUEST FOR PROPOSAL (RFP)

FOR

***Selection of Vendor for Census of Trees using GIS &
GPS Technology and Preparation of Software to Operate
& Manage the Census Data***

OFFICE OF ADDITIONAL COMMISSIONER

TEL. NO. – 020-67333333

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Tender Notice No. - 15/ 2012-13

REQUEST FOR PROPOSAL

Selection of Vendor for Census of Trees using GIS & GPS Technology and Preparation of Software to Operate & Manage the Census Data

Details of Tender:

This tender is for the Selection of Vendor for Census of Trees using GIS & GPS Technology and Preparation of Software to Operate & Manage the Census Data.

This RFP Document consists of:

Part 1: Request for Proposal

Part 2: Operation & Management Agreement

PART 1 – REQUEST FOR PROPOSAL



Pimpri Chinchwad Municipal Corporation

Request for proposal (RFP) for Selection of Vendor for Census of Trees using GIS & GPS Technology and Preparation of Software to Operate & Manage the Census Data

TENDER NO 15/ 2012-13

Pimpri Chinchwad Municipal Corporation (PCMC) invites Request for Proposal from prospective Vendors for Census of Trees using GIS & GPS Technology and Preparation of Software to Operate & Manage the Census Data. PCMC will provide the Selected Vendor with the satellite imagery of PCMC. The Selected Vendor shall provide GPS and GIS enabled devices, manpower, develop software, undertake Census of trees in the jurisdiction of PCMC, import Census data into the system and provide technical support to the system.

The Successful Bidder for the project will be selected based on the 'lowest cost' quoted for undertaking the project.

More details about the bid submission procedure, Vendors experience and the selection methodology are available in the Request for Proposal (RFP) document. Interested Bidders are requested to download (www.pcmcindia.gov.in) the RFP document from 15th March, 2013 onwards. The pre-bid meeting for the tender is scheduled on 22nd March, 2013 at the office of Addl. Commissioner, PCMC at 3 p.m. The payment of Rs.5,000/- (Rupees Five Thousand only) towards the purchase of the RFP document shall be paid through the online e-tendering payment system of PCMC during the submission of the bid.

Contact Person:

The Addl. Commissioner, PCMC
PCMC Main Building, Mumbai – Pune Road, Pimpri, Pune 411 018, Maharashtra State, India
Telephone nos. +91 (20) 67333333, 67331117, Fax: +91 (20) 2742 5600, 67330000 for any further information/ clarifications.

-Sd-

Commissioner, PCMC

Adv. Notice No. 343

Garden/4/ws/91/13 dated 07/03/13

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1 DISCLAIMER

Pimpri Chinchwad Municipal Corporation (PCMC) has taken adequate care in the preparation of the Request for Proposal (RFP). Nevertheless the Bidders should satisfy itself that the RFP is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received by this office, from any Bidders within five days from the date of issue of this document, it shall be considered that the issued document is complete in all respects and has been received by the Bidders.

Neither PCMC, nor its employees, advisors accept any liability or responsibility for the accuracy or completeness of, nor make any representation or warranty - express or implied, with respect to the information contained in the RFP or on which the RFP is based or any other information or representations supplied or made in connection with the selection process.

Neither PCMC nor its employees or advisors will have any liability to any Vendors or any other person under any law, statute, rules or regulations or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with any information contained in this RFP, any matter deemed to form part of this RFP, the award of the Project, the information and any other information supplied by or on behalf of PCMC or their employees, any Vendors or otherwise arising in any way from the selection process for the Project.

Nothing in the RFP is, or should be relied on, as a promise or representation as to the future. In furnishing the RFP, neither PCMC, nor its employees, advisors undertake to provide the recipient with access to any additional information or to update the RFP or to correct any perceived inaccuracies therein.

PCMC or its authorized officers / representatives / advisors reserve the right, without prior notice, to change the procedure for the selection of the Successful Bidders or terminate discussions and the delivery of information at any time before the signing of any agreement for the Project, without assigning reasons thereof.

PCMC reserves the right to reject any or all of the Bids submitted in response to the RFP at any stage without assigning any reasons whatsoever.

PCMC reserves the right to change any or all of the provisions of the RFP. Such changes will be intimated to all the Bidders.

PCMC reserves the right to change, modify, add to or alter the selection process including of evaluation criteria. Any change in the selection process shall be intimated to all Bidders.

2 DEFINITIONS

Act shall mean Maharashtra (Urban Areas) Protection & Preservation of Trees Act 1975

Agreement/ Operations and Management Agreement shall mean the draft operations and management agreement to be signed at the end of the RFP stage, between the Corporation and the Successful Bidder and has been provided in Part 2 of the RFP Document and shall include the schedules thereto.

Appointed Date shall mean the date of issue of work order to the Successful Bidder.

Bid/ Proposal shall mean Technical & Financial capability and the Commercial Proposal submission as defined in the Clause 5.3, as submitted by the Bidders in response to this RFP Document.

Bid Security/ EMD shall have a meaning as referred in Clause 5.9.1 of this Document.

Bid Validity Period shall mean a period of not less than 180 days from the last date for submission of the Proposal.

Bidder/ Vendor means entities registered under the Indian Companies Act 1956 or entities registered under the Indian Trust Act 1882 or Public Trust Act 1959 or Societies registered under the Society Registration Act 1860 or a registered Proprietorship Firm. The Bidder, which expression shall, unless repugnant to the context, include the Members of the Consortium.

Bidding Document /Document /Request for Proposal/ RFP/ RFP Document mean this Request for Proposal document which is in two parts- Part 1 Request for Proposal and Part 2 - Operations and Management Agreement.

Census means Census of trees as indicated under Section 7 (b) of Maharashtra (Urban Areas) Protection & Preservation of Trees Rules 2009

Consortium means a consortium of entities with the Lead Member being an entity, which has been issued the RFP and which submits the Bid as a consortium pursuant to the Bidding Documents.

Commercial Proposal/ Bid shall mean the information submitted as per Section 7 of this Document.

Letter of Allotment shall mean the letter issued by PCMC to the Successful Bidders and shall be as per the terms mentioned in Clause 4.4.

Maintenance Period shall commence after 12 months from the Appointed Date and end on the last day of the 6th month from the Appointed Date

Operation Period/ Census Period shall commence from the date of issue of work order and shall end on the last day of the 12th month from the Appointed Date

Performance Security shall have a meaning as referred in Clause 5.9.1 of this Document

Prabhag/ Prabhags shall mean the four administrative Prabhag of Pimpri Chinchwad Municipal Corporation.

Project shall mean undertaking all activities related & associated to Census of trees using GIS & GPS technology in PCMC jurisdiction and preparation & maintenance of software to manage the Census of trees data.

Rules shall mean Maharashtra (Urban Areas) Protection & Preservation of Trees Rules 2009

Successful Bidder The Bidders who interalia meets the following requirements (a) meet the technical and financial criteria and (b) who charges the lowest fee for undertaking the Project.

Ward/ Wards shall mean the administrative wards of Pimpri Chinchwad Municipal Corporation.

3 PROJECT BACKGROUND

3.1 BACKGROUND

Pimpri Chinchwad is one of the fastest growing cities of India with substantial real estate activity underway. The city is located within the urban agglomeration of the Pune Metropolitan region and is home to several multinational companies for the Auto, Auto Ancillary, IT/ ITeS and Agro-processing sectors.

Pimpri Chinchwad Municipal Corporation (PCMC) is responsible for providing water supply, sewerage, solid waste management, storm water drainage, roads, street-lighting, education, health, fire fighting, social & recreational facilities, sanctions and approvals within its jurisdiction. There are 36 departments and about 8000 employees which manages all the databases and information with respect to all this services.

As per the powers conferred under Section 22 sub-section (1) of the Maharashtra (Urban Areas) Protection & Preservation of Trees Act, 1975 (Mah XLIV of 1975), the Government of Maharashtra has made rules to carry out the purposes of the Act. The rules may be called Maharashtra (Urban Areas) Protection & Preservation of Trees Rules, 2009. As per the Rules, PCMC intends to undertake Census of trees within its jurisdiction using GIS & GPS technology. It also intends to develop the application software for managing the work flow of the garden department and data of Census of trees.

PCMC jurisdiction boundary covers an area of 171 sq. km divided in 64 Wards. The Wards are further oriented into 4 Prabhag (A, B, C & D). Census of trees shall not be carried out for the Defence establishment. Census of trees shall be carried out in respect of trees having girth of ten (10) cm or more and three (3) meter height. PCMC has approximately 20 lakh trees. Census of trees needs to be carried out using GIS & GPS technology enabled devices & the information needs to be mapped to the satellite imagery of PCMC. The satellite imagery of PCMC (177 Sq. Km) shall be from WorldView-2 satellite of 0.5 meter resolution & will be procured by the Vendor for PCMC. All the necessary documentary approval shall be provided by PCMC for the procurement of the image. The broad features of the application software are presented in Section 20 of this RFP.

The selected Vendor shall complete the scope of services within a time period of 12 months from the Appointed Date and shall maintain the application software & the Census database for a period of 18 months from the Appointed Date.

4 DESCRIPTION OF THE SELECTION PROCESS

4.1 SELECTION PROCESS

The submission of Bids by interested parties in response to the RFP would be required to be as indicated below.

1: Technical and financial capability

2: Commercial Proposal/Bid

The Bids received would be subject to a prima-facie check for Responsiveness followed by a step-wise evaluation procedure as described below.

4.2 STEP 1: RESPONSIVENESS OF BID

The Bids submitted by the Vendors shall be initially scrutinised to establish "Responsiveness". A Bid may be deemed "Non-responsive" if it does not satisfy any of the following conditions:

- a. Payment of Rs. 5000/- (Rupees Five Thousand only) non-refundable against purchase of the RFP document through e-tendering by Electronic Banking System (EBS).
- b. Payment of Rs. 2, 44,000/- (Rupees two lakh fourty four thousand only) as Bid Security i.e EMD through e-tendering by Electronic Banking System.
- c. It is not received by the due time and date as specified;
- d. It does not contain sufficient information for it to be evaluated and/or is not in the formats specified;
- e. It is not signed and /or sealed in the manner and to the extent indicated in Section 5 of this RFP Document;

The Bid shall be considered to be substantially Responsive if it conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one which,

- a. Affects in any substantial way, the scope, quality, or performance of the Project, or
- b. Limits in any substantial way, inconsistent with the RFP Document, PCMC's rights or the Vendors' obligations under this Agreement, or
- c. Unfairly affects the competitive position of other Bidders presenting substantially responsive Bids.

A Bid once declared as "Non-responsive" and rejected, cannot be made responsive by the Bidders having corrected or withdrawn the non-conforming deviation or reservation.

The Bids of "Responsive" Bidders shall only be evaluated in the following steps.

4.3 STEP 2: EVALUATION OF TECHNICAL AND FINANCIAL CAPABILITY

At this stage the technical and financial capability of the Bidders in undertaking the Project would be assessed. The Bids would be evaluated on parameters as defined in Clause 6.1 and Clause 6.2 (Minimum eligibility criteria for technical and financial capability) and the Bidders found to be technically and financially qualified would be eligible for the next stage of the selection process.

Bidders showcasing experience under technical capability as subcontractor shall be considered as valid experience under technical capacity, provided relevant documents are provided as evidence.

The Commercial Proposal of the Vendors not found to be technically and financially qualified would not be opened and discarded from the selection process.

4.4 STEP 3: EVALUATION OF COMMERCIAL PROPOSAL

Evaluation of the Commercial Proposals would be undertaken as detailed in Section 7. A ranked list (in the ascending order of the price quoted viz, H1, H2.....Hn) of Bidders based on the results of the evaluation would be prepared. The top three ranked Bidders shall be retained till the signing of the Operation and Management Agreement with the Successful Bidder.

Subsequent to this process and the sanction of the Standing Committee of PCMC, the Letter of Allotment (LoA) would be issued to the Successful Bidders by PCMC. Within 7 (seven) days from the date of issue of the LoA, the Successful Bidders shall send an acknowledgement agreeing to comply with the conditions set out therein and for the execution of the Agreement. PCMC will promptly notify other Bidders that their Proposals have been unsuccessful and their Bid Security will be returned within 30 (thirty) days without interest on the signing of the Agreement with the Successful Bidder. The Successful Bidder shall have to enter into an Agreement within 15 (fifteen) days from date of issue of the LoA.

Failure of the Successful Bidder to comply with the requirements mentioned in the above paragraph shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, PCMC reserves the right to

- a. call for second lowest bidder OR
- b. call for fresh Bids OR
- c. take any such measure as may be deemed fit in the sole discretion of PCMC, including annulment of the bidding process.

4.5 MILESTONES AND TIME TABLE

<i>Milestones</i>	<i>Time and Dates</i>
Sale of RFP	15 th March 2013 from 11 a.m onwards
Receipt of queries till	22 nd March, 2013
Pre Bid Meeting	22 nd March 2013 at 3 p.m
PCMC response to queries latest by	27 th March 2013 by 5 p.m
Last Date and time of Submission of Proposal	9 th April, 2013 till 3 p.m
Opening of Technical Proposal	9 th April 2013 at 4 p.m
Opening of Commercial Proposal	After evaluation of Bids

In order to meet the above target dates, Bidders are expected to respond expeditiously to clarifications, if any, requested during the evaluation process. PCMC shall adhere to the above schedule to the extent possible. PCMC, however, reserves the right to modify the same and the intimation to this effect shall be made available on PCMC's website www.pcmcindia.gov.in .

5 PROCEDURES TO BE FOLLOWED

5.1 ENQUIRIES & CLARIFICATIONS

Enquiries, if any, can be addressed to:

To

Addl. Commissioner

Pimpri Chinchwad Municipal Corporation,

Pimpri – 411018, Maharashtra

It may kindly be noted that all the Clarifications should be faxed to 020-67331120/67331509 [Kind attention Adll. Commissioner] or mailed to ph.kadam@pcmcindia.gov.in

5.2 AMENDMENTS TO THE RFP

At any time prior to the last date for receipt of the Bids as indicated in the RFP time schedule, PCMC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, amend the RFP by the issuance of addendum.

Any addendum thus issued would be in writing and would be uploaded on PCMC's website for all the interested Bidders and shall be binding upon them.

In order to afford Bidders reasonable time to take the addendum into account, or for any other reason, PCMC may, at its discretion, change the last date for receipt of Bid.

5.3 SUBMISSION OF THE BID

5.3.1 E-tendering System

The complete process of tendering shall be managed through the e-tendering system of PCMC. The Bidders will have to be registered with the Garden Department of PCMC for participating in the bidding process for the tender. The detailed procedure for registration is detailed in Section 13 . After the submission of the required documents and payment of the registration fee, the Bidders shall be issued a key within seven (7) days using which the Bidders can participate in the tender submission online. More details about the e-tendering system operation are available at http://www.pcmcindia.gov.in/e_tender.asp. For resolving the queries associated with the e-tendering registration with the Garden department of PCMC, please contact Chief Garden Superintendent, PCMC.

5.3.2 Technical and financial capability

The Bidders shall upload the following documents for technical and financial capability evaluation through the e-tendering system.

- a. Covering Letter as per Section 8
- b. Description of the Bidding Company as per Section 9
- c. Description of financial capability as per Section 10

- d. Description of technical capability as per Clause 6.1
- e. Format for undertaking as per Section 11
- f. Format for Power of Attorney for Authorised Representative as per Section 12
- g. Declaration of non-association or disclosure of association with PCMC officers or PCMC or its Advisors as per Section 18.
- h. In case of Consortium
 - 1. Power of Attorney for Lead Member of Consortium as per Section 22
 - 2. Joint Bidding Agreement as per Section 23
- i. Signed and seal on each page of the RFP Document. The Document should be signed by the Authorised Representative with the seal of its Business Entity.

5.3.3 Commercial Proposal

The Bidder shall fill in the online format of Commercial Proposal. The Commercial Proposal shall only be accepted through the e-tendering system. Format of Commercial Proposal is as represented in Section 21.

The Bidder shall quote the fee amount for undertaking the Project.

The fee quoted by the Bidder in the Commercial Proposal through the e-tendering system shall be inclusive of all cost including the cost of remuneration of all experts and manpower deployed by the Bidder for the project and all out of pocket expenses, profits including all taxes and rates including Service Tax or any other replacement/ substitution of Service Tax.

5.3.4 Submission of the Bid

If any of the documents (scanned .PDF format) mentioned in Clause 5.3.2 is not being accepted by the e-tendering system, then the same can be submitted in person and not by registered post/courier, by placing it in a sealed outer envelope, with the following inscription:

To,

The Addl. Commissioner

Pimpri Chinchwad Municipal Corporation,

Pimpri – 411018, Maharashtra

“Proposal for Selection of Vendor for Census of Trees using GIS & GPS Technology and Preparation of Software to Operate & Manage the Census Data”

“Submitted by: Name, Address and Contact Phone Number(s) of the Authorized representative of Vendors”

If the envelopes are not sealed and marked as instructed above, the Bid may be deemed to be non-responsive and liable for rejection. PCMC assumes no responsibility for the misplacement or premature opening of the Proposal submitted if the same is not in accordance with the prescribed format.

PCMC shall not be responsible for any delay in submission of the Bids. Any Bid received by PCMC

after the deadline for submission of the Bids stipulated in Clause 4.5 shall be deemed to be non-responsive and will be rejected.

5.4 INITIALLING OF THE BIDS

Each page of the documents mentioned in Clause 5.3.2 should be initialled by the Authorised Representative of the Bidders.

5.5 INSTRUCTIONS TO BIDDERS

All Bidders should note the following:

1. No hard copy of the RFP will be sold by PCMC. The Bidder has to download the copy from PCMC website www.pcmcindia.gov.in.
2. Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not contain the Covering Letter as per the specified formats may be considered Non-responsive and may be liable for rejection.
3. Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid Non-responsive.
4. Bidders may note that PCMC will not entertain any deviations to the RFP at the time of submission of the Bid or thereafter. The Bid to be submitted by the Bidders would have to be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents. Any conditional Bid shall be regarded as Non-responsive and would be liable for rejection.
5. The Bid and all related correspondence and documents shall be written in the English language only. Supporting documents and printed literature furnished by the Bidders along with the Bid may be in any other language, provided that they are accompanied by an appropriate translation into English. Supporting materials that are not translated into English will not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words.
6. No change in, or supplementary information to a Bid shall be accepted once submitted. However, PCMC reserves the right to seek additional information from the Bidders if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by PCMC, may be a ground for rejecting the Bid.
7. The currency for the purpose of the Bid shall be the Indian Rupee (INR).
8. The Bids shall be evaluated as per the criteria specified in this RFP Document.
9. The Bidders should designate one person ("Authorised Representative,") authorised to represent the Bidder with PCMC. This designated person should hold the Power of Attorney and be authorised to perform all tasks including but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidders etc. The covering letter submitted by the Bidders shall be signed by the Authorised Signatory and shall bear the stamp of the entity thereof.

10. The Bidders should not be associated or related to PCMC, so as to cause any conflict of interest. In an event such association being found, its Bid Security (EMD) and Performance security shall be forfeited and its bid shall be held cancelled.
11. The Commercial bid submitted shall be inclusive of all charges, taxes, services tax, professional tax etc.), lodging, boarding, stationary and printing expenditure associated or related to the Project. PCMC shall not pay any additional amount beyond the commercial bid accepted.
12. PCMC reserves the right to reject any or all of the Bids without assigning any reason whatsoever.
13. PCMC reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason.
14. Mere submission of information does not entitle the Bidders to meet an eligibility criterion. PCMC reserves the right to vet and verify any or all information submitted by the Bidders. If any claim made or information provided by the Bidders in the Bid or any information provided by the Bidders in response to any subsequent query by PCMC, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of PCMC and if PCMC is adequately satisfied.
15. The Bidders shall be responsible for all the costs associated with the preparation of the Bid. PCMC shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
16. The Bidders may carry out Project site visit at any time at their cost.
17. Legal jurisdiction pertaining or related to this RFP shall be at Pimpri/Pune Court only.
18. The Successful Bidder has to execute an agreement with PCMC for the work. The Successful Bidder shall bear all cost of the stamp duty & registration of the agreement.

5.6 CHANGE IN COMPOSITION OF THE CONSORTIUM

1. Change in the composition of a Consortium will not be permitted by PCMC after the submission of bids;
2. The Members of Consortium other than the Lead Member whose Financial Capacity and Technical Capacity has been utilized for the purposes of qualification and are going to be considered for evaluation, should for a period of 5 (five) years from the date of commercial operation of the Project, hold equity share capital not less than 26% (twenty six percent) of the subscribed and paid up equity of the SPV. If the Bidder wishes to utilize the experience of all the Members of the Consortium then the total number of Members in a Consortium shall not exceed 2 (two) members including the Lead Member. Consortium Members whose experience has not been utilized for qualification can have a lesser equity stake in the paid up share capital of the SPV;
3. The Lead Member should throughout the Concession Period, hold equity share capital not less than 51% (fifty one percent) of the subscribed and paid up equity of the SPV;
4. Where the Bidder is a Consortium, change in composition of the Consortium shall not be

allowed after the Bid Due Date.

5.7 VENDOR'S RESPONSIBILITY

The Vendors is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidders own risk. It shall be deemed that prior to the submission of Proposals, the Bidder has:

1. Made a complete and careful examination of terms & conditions/ requirements, and other information set forth in this RFP Document
2. Received all such relevant information as it has requested from PCMC; and
3. Made a complete and careful examination of the various aspects of the Project
4. PCMC shall not be liable for any mistake or error or neglect by the Bidders in respect of the above.

5.8 VALIDITY OF TERMS OF THE BID

Each Bid shall indicate that it is a Bidders irrevocable offer, and shall remain valid and open for a period of not less than 180 days from the last date for submission of the Bid. Non-adherence to this requirement will be a ground for declaring the Bid as Non-responsive. However, PCMC may solicit the Bidders consent for extension of the period of validity. Such request for extension shall be made by PCMC in writing. The Bidder agrees to reasonably consider such a request and shall send its response in writing. A Bidder accepting PCMC request for extension of validity shall not be permitted to modify his Bid in any other respect.

5.9 FEES AND DEPOSITS TO BE PAID BY THE BIDDERS

5.9.1 Bid Security and Performance Security

1. Bidders are required to submit a Bid Security for an amount equal to Rs. 2,44,000 (Rupees two lakh forty four thousand only). The Bid Security shall be paid through e-tendering system.
2. Bids of Bidder (s), who fail to furnish the above Bid Security, shall be liable for rejection by PCMC as Non-responsive.
3. Subject to the other clauses of this Clause 5.9.1, PCMC shall reserve the right to forfeit the Bid Security under the following circumstances:
 - a. If the Bidder withdraws his Bid at any time during the stipulated period of Bid Validity as per Clause 5.8 (or as may be extended).
 - b. If the Bidder, for the period of Bid validity:
 - i. In PCMC's opinion, commits a material breach of any of the terms and / or conditions contained in the RFP Document and / or subsequent communication from PCMC in this regard.
 - ii. Refuses to accept the Letter of Allotment.

In the event that any Bidder is not found to be technically and financially qualified (i.e. for technical and financial capability), then the Bid Security of such Bidder can cease to be in force and its Commercial bid shall not be opened. The Bid Security of the unsuccessful Bidders will be returned

after 30 (thirty) days without any interest, following the signing of the Agreement by the Successful Bidder.

The Successful Bidder shall provide the performance security of 5% of bid in the form of FDR or bank guarantee (irrevocable) drawn towards "Commissioner, Pimpri Chinchwad Municipal Corporation" within 15 (fifteen) days of acceptance of offer in the form of LoA. The FDR / bank guarantee should be issued by a nationalised or scheduled bank and should be payable at Pimpri.

The Bid Security of the Successful Bidder (provided at the time of Bid submission) will also form part of performance security and is required to be maintained with the Corporation as performance guarantee till completion of the period of Agreement or termination of the Agreement.

5.10 CONSEQUENCES OF NOT ADHERING TO THE PROCESS

The consequences of not adhering to the specific procedures laid hereinabove will lead to rejection of the Proposal.

5.11 RIGHT TO REJECT THE PROPOSAL

PCMC is not bound to accept any of the Proposals submitted. PCMC reserves the right to reject any or all of the Bids submitted in response to this Request for Proposal at any stage without assigning any reasons whatsoever. Any Bidder shall have no cause of action or claim against PCMC or its officers, employees, successors or assignees for rejection of their RFP.

6 TECHNICAL AND FINANCIAL CAPABILITY EVALUATION

Qualification will be based on the assessment of the technical and financial capability of the Bidders. The Bidders would be evaluated on eligibility criteria as defined in Clause 6.1 and Clause 6.2. The Bidders found to be technically and financially capable (i.e. fulfil both the technical and financial eligibility criteria) would be eligible for the next stage of the selection process.

6.1 MINIMUM ELIGIBILITY CRITERIA: TECHNICAL CAPABILITY

The Bidders shall meet all the following criteria to qualify for the Project. The experience demonstrated should not be beyond 5 years from the Bid Due Date.

S. No.	Qualification Criteria
1	The Bidder should have executed a work of Census of Trees for a Government/ Semi-Government/ Parastatal Agency AND
2	The Bidder shall have atleast one Plant Taxonomist (Degree Holder)with a work experience of 5 years AND
3.	The Bidder should have experience of installation of GIS based software system for one State Government Department or Agency, forest department will be preferred.

6.2 MINIMUM ELIGIBILITY CRITERIA: FINANCIAL CAPABILITY

The Vendors shall satisfy the following criteria to qualify under Financial Capability for the Project.

- a. The Bidders shall have **annual turnover of at least Rupees one (1) crore** or more in the last financial year. (Please provide details as per Section 10 and certified by the Chartered Accountant)

6.3 EVALUATION PROCESS

A Bidder qualifying on both the technical and financial capability criteria would be considered technically and financially capable. Only those Bidders who are found to be technically and financially capable would be considered for further evaluation.

7 COMMERCIAL PROPOSAL EVALUATION

Only those Bidders who are found to be technically and financially capable would be considered for opening of the Commercial Proposal.

7.1 EVALUATION OF COMMERCIAL PROPOSAL

The Commercial Proposal evaluation seeks to select the Bidder offering the best commercial terms.

The Commercial Proposals of the qualified Bidders would be evaluated on the basis of the lowest fee in Indian Rupees payable by Pimpri Chinchwad Municipal Corporation (PCMC) for undertaking the entire scope of work detailed in this RFP document.

The fee quoted by the Bidder in the Commercial Proposal through the e-tendering system shall be inclusive of all cost for undertaking the project including the cost of remuneration of all experts and manpower deployed by the Bidder for the project, all out of pocket expenses, profits including all taxes and rates including Service Tax or any other replacement/ substitution of Service Tax.

The Commercial Proposals would be ranked in ascending order of the fee quoted, with the Bidder's quoting the lowest fee being ranked first and the Bidders quoting the second lowest ranked as second and so on.

The Bidders offering the lowest fee would be preferred as a Vendor who subsequently be designated as the Successful Bidder after signing the Agreement.

The fee quoted should not have any conditionality attached or deviations as indicated in the RFP Document. Bids with conditions attached shall be treated as Non-responsive and liable for rejection at the discretion of PCMC.

In the event that two or more Bidders have the same lowest fee in the Commercial Proposal, PCMC may invite fresh Commercial Proposals from such Bidders. This process shall be repeated for three times if similar situation arises. However, even after taking such repeated steps the situation remains unchanged then the Bid selection would be settled through drawing of lots among the tied Bidders.

7.2 COMMERCIAL PROPOSAL: SUBMISSION

The Bidder shall quote the fee only through the e-tendering system of PCMC. The format of Commercial Proposal is indicated in Section 21 for reference.

9 DESCRIPTION OF BIDDING COMPANY

Details of the Bidding Company:

Name of the Bidding Company	
Address of the Registered/ Head Office of the Bidding Company	
Contact Details of Authorised Representative Landline: Mobile: Email:	
Organization Profile	

10 INFORMATION FORMAT FOR FINANCIAL CAPABILITY

Name of Bidder	Turnover (INR Lakhs)*	
	31/03/2012	31/03/2011

*As per audited annual financial statements of latest completed financial year

These above calculations have to be certified by the Statutory Auditor. The independent auditor issuing the certificate should clearly indicate his/her membership number assigned by the Institute of Chartered Accountants of India (ICAI) or equivalent organisation abroad.

Along with the format and calculations, the Bidder needs to submit audited annual financial statements for the last financial years ending 31st March 2012.

The Bidder shall provide the audited annual financial statements (*with schedules*) as required for this RFP. Failure to do so would be considered as a Non-Responsive bid.

11 FORMAT FOR UNDERTAKING

(To be executed on a Non-judicial Rs. 100 Stamp Paper as per the Stamp paper Act prevailing in the State of Maharashtra)

The information/ Documents submitted by us are true to our knowledge and if the information/ Documents so furnished shall be found to be untrue or false, the Bid shall be liable to be disqualified and our Bid security accompanying the Bid will be forfeited.

Also we are aware that if the information/ Document furnished are found to be untrue or false during the currency of contract, then our contract is liable to be terminated.

We hereby declare that we have made ourselves thoroughly conversant with the specifications, conditions laid by Pimpri Chinchwad Municipal Corporation ("PCMC") for this Bid and we have understood the same before submitting this Bid.

We hereby certify and confirm that in the preparation and submission of our Bid for the proposals listed below, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed 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 in kind to any person or agency in connection with the instant proposals.

We agree that the amount of Bid Security shall be liable to be forfeited by PCMC, should we fail to abide by the stipulation to keep the offer open for a period of not less than 180 days from the date fixed for opening the same and thereafter until it is withdrawn by us by the notice in writing duly addressed to the authority opening the Bid.

Bidder _____

Address _____

Dated the _____ day of _____ 2012

Signature of Bidder

Witness

Address _____

Dated _____ day of _____ 2012

Signature of Witness

12 FORMAT OF POWER OF ATTORNEY FOR AUTHORISED REPRESENTATIVE

(On the Stamp Paper of min. Rs. 100 as per the Stamp paper Act prevailing in the State of Maharashtra)

Power of Attorney

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise 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 on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the project **Selection of Vendor for Census of Trees using GIS & GPS Technology and Preparation of Software to Operate & Manage the Census Data**, including signing and submission of all Documents and providing information / responses to Pimpri Chinchwad Municipal Corporation ("PCMC"), representing us in all matters before PCMC, and generally dealing with PCMC in all matters in connection with our Proposal for the said Project.

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

For _____ (Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

- *In case of Bidders who are not resident in India, the Power of Attorney may be submitted on plain paper attested by any authorised officer of the Embassy of India and duly stamped by the Registration Department of the Government of Maharashtra.*
- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter Documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter Documents and Documents such as a resolution/ power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *In case an authorised Director of the Bidder signs the Proposal, a certified copy of the appropriate resolution conveying such authority may be enclosed in lieu of the Power of Attorney.*

Procedure of registration & submission of bid through E-Tendering system

A. Registration Process

For participating in the e-tendering process, the Bidder shall register with the Garden Department of the PCMC. Each registered Bidder will receive a permanent digital key through which the Bidder can participate in the Bid process. It requires minimum 7 (seven) days for receiving the digital key after verification of required documents. The registration process will be carried out through the Garden Department of PCMC.

The Bidders shall contact Chief Garden Superintendent, Garden Department, Nehrunagar for completing the registration within the stipulated time. The Bidder shall contact Mr. N. Poman, Computer department, 4th Floor, PCMC main building, Pimpri -18, for any technical query regarding receiving of digital key after submission of registration document.

Following is the list of formats required to be filled for registering with PCMC for participating in the Bid through e-tendering system. The forms are also available for download at http://www.pcmcindia.gov.in/e_tender.asp

1. Fill-up the registration form format (refer below in this Section 14) duly stamped (company seal) and signed by the person under whose name the company has to be registered.
2. Fill-up the certificate application attestation form (refer below in this Section 15).
3. Fill-up the letter of employment (refer below in this Section 16). This should be on the company's letterhead.
4. Fill-up the signature verification letter (refer below in this Section 17). It should be either on company's or banker's letterhead.

All the true copies to be submitted should be signed by the person under whose name the company is to be registered and should carry the company's seal. The person under whose name the company is to be registered is not required to be physically present to complete the registration process, if all the required original documents for registration are shown during the registration process. The photograph of the individual on the form should be partly stamped with the company's seal. Please note that Bidder has to use the standard formats mentioned herein wherever specified to do so. Any deviation from the format specified will result in rejection of the application for registration.

Following is the complete list of supporting documents required for registration process in addition to the forms mentioned above.

1. Original and true copy of the Pan Card of the company.
2. Original and true copy of the Service Tax or Vat Registration number of the company.
3. Original and true copy of the Pan Card of the individual under whose name the company is to be registered.
4. Original and true copy of Certificate of Incorporation or registration of the company.
5. Five passport size photographs of the individual under whose name the company is to be registered. This will be counted separate than the one pasted and stamped on certificate application attestation form.
6. Original and true copies of any three ID proof mentioned in point 5 (a) and (b) under instruction to applicant of certificate application attestation form (refer below in this appendix point B).
7. Original and true copy of residential address proof of the individual under whose name the company is to be registered. The acceptable documents are mentioned in point 5 (a) and

- (b) under instruction to applicant of certificate application attestation form (refer below in this Appendix 'B').
8. Letter of authorization on company's letterhead mentioning the name of the person under whom the Bidding Company is to be registered. The letter should be signed jointly by the company's director and the individual. The letter should carry company's seal. (no standard format is specified).
 9. Registration charges of Rs 3000/- (Rupees three thousand only), cash or DD in favour of "The Commissioner, Pimpri Chinchwad Municipal Corporation" payable at Pimpri.

B. Bid Submission

A step-by-step procedure with the help of screen shots has been illustrated below to facilitate the bidding through e-tendering system. The Bidder may contact Computer Department for resolving the technical difficulty in bidding for the Project. PCMC shall not be held responsible for any errors or mistakes arising out of the bidding.

Step 1 – Select the Tender and Make Payment

Note: The respective figures for "tender form fee", "EMD amount", "total tender amount", "paid amount", "total amount to pay" shall appear on the screen. The Bidder is not required to fill in this information. The Bidder has to select the tender by clicking the drop down "Tender no." and thereafter click the tab "Make Payment".

STEP 2 – Click on "Show Tender" tab and click on "Open" tab to Bid for the tender

Tender No.	Date Of Submission	Department	Value	Sign Docs	Stage
Dummy Tender 2/2010-11	28/10/2010	ENGINEERING	493385.00		Open
MyComputeTender	16/10/2010	ENGINEERING	5900.00		Open

After payment is made successfully, the bidder shall select the tender and click on "Open" tab for entering the bid for the tender.

STEP 3 – Insert quote

दर दर्शनीत

You have made payment successfully - 1.0, you can bid & submit this tender

Bidder Name: Medical 5/2011-2012
Tender Open Date: 31/08/2011
Tender Close Time: 15:00

Tender Value: .00
Bid Value:
Difference:

Bidder Name: Dummy medical
Storage Type: Tipping Tender

Enter rate in 'Rate' field As Per Tender Conditions

Item Name	Quantity	Product No.	Company	Rate	Amount
Tipping Fee For First Year (Rs per metric Tonne) We agree that the above Tipping Fee Shall be inclusive for all taxes and duties including services tax.	1			20	20

<< >>

I have read all terms & conditions from Tender Document/Tender Form/B1 form & Schedule B for Civil.I accept all these terms & conditions.

Sign Cancel Submit Tender

Note: The Bidder after making the payment and clicking on the “Open” tab shall view this screen. The Bidder has to click on “Bid” tab and then fill in the rate under “Rate” tab. The system shall automatically calculate the Amount. The bidder has to then click on “Save” tab followed by “Sign” tab and finally “Submit Tender” tab. Only after the “Submit Tender” tab is clicked, the bid is accepted by the e-tendering system. In case the bidder wants to change its bid before clicking on the “Submit Tender” tab and before the final date of submission, the bidder has to click on “Cancel” tab and repeat the process from Step 2.

More details about the e-tendering system operation is available at http://www.pcmcindia.gov.in/e_tender.asp

14 CORPORATION REGISTRATION FORM FORMAT

(Copy should be submitted in person for registration along with attested (i.e with company seal and signed by Authorised Representative of the Bidder) true copy. Original document should be carried for verification during registration)

PIMPRI CHINCHWAD MUNICIPAL CORPORATION

PIMPRI – 411018.

APPLICATION FOR E-TENDERING REGISTRATION

NAME OF DEPARTMENT: Garden Deptt. (PCMC)

- 1) Applicant / Vendor/Company Name _____
- 2) Owner/Partner/ Name of Director _____
- 3) In case of Partnership Vendor Registration Certificate No. _____
- 4) In Case of Company Reg. Certificate No _____
- 5) Office Address _____
- 6) Correspondence Address _____
- 7) Tel. Nos _____ Office _____ M.No _____
- 8) Registration for Which Dept. _____ Grade _____
- 9) Works executed in the last three years from date of Registration. Attach proof of work as annexure.
- 10) A) Shop Act License Validity From Dt. _____ To _____
B) Service Tax Registration No Validity From Dt. _____ To _____
C) Pan Card No _____

Note :- 1) This application is available on Corporation's web site www.pcmcindia.gov.in

2) Registration valid upto 31st March of every year

Date :-

Place :- Applicant Signature

(For office use only)

Undertaking for registration with PCMC

I _____ (Bidding company representative) on behalf of my Vendor _____ (Name of bidding Vendor) have submitted the following attested true copy of required documents for registration with PCMC to participate in e-tendering process.

1. Pan card of the company.
2. Service tax registration or vat registration of company.
3. Residence proof and pan card of the individual on whose name the bidding company should be registered. Following documents are accepted as address proof: a) Telephone bill b) electricity bill c) passport d) bank passbook e) voter's card.
4. Authorization letter on company's letterhead mentioning the name of the person under whom the bidding company has to be registered.
5. Five passport size photograph of the person under whom the Bidding Company is to be registered.
6. Certificate of incorporation or registration of the company.
7. True copy of three ID proof should be submitted. The acceptable documents are Passport, pan card, licence, ration card and election card.

Declaration

I have enclosed all the certified photo copies of documents required for registration along with the registration form. I know that if any document is found false/fraudulent after giving registration by Pimpri Chinchwad Municipal Corporation, I will be responsible to be prosecuted by Pimpri Chinchwad Municipal Corporation as per the provision of Indian Penal Code. I also agree that in the tender, if special documents are required or demanded by Pimpri Chinchwad Municipal Corporation for the efficient execution of tender work, I will submit certified true copies of the special documents by way of scanning the same or PDF files as attachment while submitting the

tender online. I also agree that original document will be produced to the registering authority for verification of certified photocopies on the day of submitting the registration form.

Name and Signature of the applicant

15 CERTIFICATE APPLICATION ATTESTATION FORM

Instructions to Applicant

1. **Print out** this Form after completing it as required
 2. **Place a copy of your latest passport-size photograph on the top right corner**
 3. Bring this Form to your banker for attestation.
 - a) You are responsible for all fees charged by the banker
 4. Instruct the banker to read the instructions below and complete the Acknowledgment.
 5. Obtain copies of three forms of ID's
 - a) One widely recognized, government issued Photo-ID such as
 - Passport
 - Driving License
 - Income Tax Identity (PAN) Card
 - Voters ID card
 - Service Identity Card issued to its employees by State/Central Government
 - b) Two other ID's which are nationally valid and which need not necessarily be photo-ID's such as
 - Passports
 - Driving Licenses
 - Income Tax Identity (PAN) Cards
 - Voters ID card
 - Service Identity Cards issued to its employees by State / Central Government
 - Ration Card
 - Photo Credit Cards / Debit card
 - Bank / Kisan / Post Office Passbooks
 - Pension Documents such as Ex-Servicemen's Pension Book / Pension Payment Order
 - Ex-Servicemen's Widow / Dependent Certificates
 - Mediclaim or similar insurance cards
 - Student SSC / HSC / graduation / post graduation degrees
 - Birth certificate
 - School leaving certificate
 - Electricity bill
 - Mobile / Telephone bill
- You will need to:
- a) Make a copy of each of the 3 forms of ID's
 - b) Have the copies Notarised / attested by a Notary Public or Class 3 Gazetted Officer or your Banker
6. **Make and retain a copy** of the completed form in a secure location. You will need to reference your name and e-mail address as listed below should you have a question regarding this certificate application.
 7. If your Organisation Name is to be included in the certificate then:
 - a) Submit Proof of Right to do Business document
 - b) Submit the Letter of Employment
 - c) Submit the Signature Verification Letter

Instructions to Banker

The document you are attesting is part of the enrolment process for a SafeScript Digital ID. SafeScript requires that the personal identity of the applicant be validated. If you would like more information about Digital IDs or the enrolment process please visit SafeScript at www.safescript.com.

1. Complete the Acknowledgment in the Certificate Application Attestation Form.
2. The Applicant must hold a valid account in your bank.
3. You may retain a copy of the completed Certificate Application Attestation Form
4. In this context, the Banker is the Branch Manager of the bank where the applicant holds a valid bank account. The banker can also be any other employee of the same bank of a grade equal to or higher than the Branch Manager.

Certificate Application Attestation Form

Applicant Personal Data (as entered on the Online Enrollment Form) with the latest passport photograph:

Full Name _____
E-mail Address _____
Phone Number _____
Postal Address _____

Paste latest passport size photo here.

Applicants Signature

Date _____

.....

Banker to Complete the Following Section

Acknowledgment

The Applicant personally presented himself to me, the Banker, for the purpose of identity verification.

Signature and photograph of Mr./Mrs./Ms. _____ who maintains an account with this Bank, as appearing above, is hereby attested, with reference to the records maintained by the Bank.

Bank Manager's Signature: _____

Bank Manager's Name: _____

Bank Manager's official code number: _____

Bank Name and Address: _____

Banks Official Phone number: _____

(Place Bank Seal/Stamp to the right)

16 LETTER OF EMPLOYMENT

Instructions

The Letter of Employment is to be submitted when the Certificate Applicant requires the name of his Organisation to be displayed in his certificate. This letter should accompany the POR Document and the Signature Verification Letter. This letter is to be:

1. In the prescribed format only and printed on the letterhead of the Organisation in the Certificate Request
2. Completed and Signed by the Authorised Signatory of the Organisation, who attested the other documents
3. The Authorised Signatory must affix:
 - The Organisations seal on the document
 - His signature and full name
 - His official telephone number and e-mail id, so that SafeScript may contact him in this regard
4. Only a hard copy is valid and must be filed. However, the order can be processed with a faxed copy provided the original will be couriered to us at the earliest.
5. Submit all documentation to SafeScript through the SafeScript authorized agents

Letter of Employment

Certificate Applicant Information

First Name: _____

Last Name: _____

Email ID: _____

I, (Name of the Authorised Signatory) _____, certify that on (Date) _____, (Name of the Certificate Applicant) _____ is an employee of our organization (Organisation Name) _____ and that the Applicant's Employee ID is (Employee ID) _____. I acknowledge by my signature, that the Applicant information in this document is complete and accurate as per our office records.

(Signature of Authorised Signatory)
Seal)

(Company

Details of Authorised Signatory

Full Name: _____

Organisation Name: _____

Designation: _____

Email Address: _____

Phone Number: _____

17 SIGNATURE VERIFICATION LETTER

Instructions

The Signature Verification letter is required to verify the identity of the Authorized Signatory who attested the POR document, Telephone Bill and Letter of Employment. This letter is to be:

1. In the prescribed format only and preferably on the letterhead of the Organisation in the Certificate Request
2. Completed and Signed first by the Authorised Signatory of the Organisation who attested the other documents
3. Completed and Signed lastly by the Organisations official Banker
 - The Banker is the Branch Manager of the bank where the Organisation has a valid bank account. The banker can also be any other employee of the same bank of a grade equal to or higher than the Branch Manager.
 - The Banker must affix;
 - (1) His official seal on the document
 - (2) His signature and full name next to his official seal on the document
 - (3) His official telephone number, so that SafeScript may contact him in this regard
4. Only a hard copy is valid and must be filed. However, the order can be processed with a faxed copy provided the original will be couriered to you at the earliest.

To be printed on letter head of organization/banker

Signature Verification Letter

TO WHOMSOEVER IT MAY CONCERN

This is to Certify that (Name of the Organisation) with the Office at (Address of the Organisation) is maintaining a bank account (A/c No.) with our Bank (Bank Name), and operating that account in the normal course of its business/activities. Mr./Ms./Mrs..... is the authorized signatory for the operation of the account. His/Her signature as appearing below is duly attested (as per the records available with the bank).

(Signature of the Authorised Signatory)
Manager)

Name : _____

Designation: _____

Date: _____

(Signature of the Branch

Name :

Designation :

Phone No:

(Bank Seal)

18 DECLARATION OF NON ASSOCIATION

(To be provided on company's letterhead)

To
The Addl. Commissioner
Pimpri Chinchwad Municipal Corporation,
Pimpri, Maharashtra

Subject: Non association with PCMC or its employees or its Project Advisors

Dear Sir,

We hereby confirm that we are in conformity with the following non association terms:

1. We do not have any Ex- PCMC Officers as Bidder(s) for this RFP.

OR

We do not have any Ex- PCMC's officers as Director(s) or partners.

2. We do not have any relative employed as Officer at PCMC.

3. We are aware that, PCMC has retained project advisors for assistance in the selection process. We declare that we would not have any association with the project advisory members or attempt to exercise undue influence on the members of the project advisory team from the date of issue of this Document till the completion of the selection process.

4. In case where this declaration is found false, our bid shall be liable for rejection.

For and on behalf of :

Signature :

(Authorised Representative and Signatory)

Name of the Person :

Designation :

Note:

1. In case the bidder has in his employment, any person(s) as aforesaid, full information of such person(s) shall be submitted.

Or

2. In case an individual having relative(s) employed in any capacity in the PCMC, OR in Company incorporated under the Indian Company Law, should any Director(s) or relative(s) of Director(s)/ Shareholders(s) be employed in any capacity in the PCMC, detailed information about such employee(s), relative(s) shall be furnished .

19 FORMAT FOR SEEKING CLARIFICATIONS REGARDING RFP

Clause Reference with page number in the RFP document	Clarification needed on the Clause	Reason/Remarks

20 SCOPE OF SOFTWARE APPLICATION

The vendor shall develop the mobile application & web based GIS application for Census of trees. The broad objective for the development of the application software is to manage the work flow of the Garden Department and the Census of Trees data. The broad parameters for the application software are indicated below. The System Requirement Specification (SRS) for the application software shall detail the requirements of the application software and needs to be prepared in consultation with Garden and Computer Department.

The vendor is responsible to provide following components:

1. Web based GIS software application.
2. Mobile Application for capturing the census information on the field.
3. Mobile devices required by the mobile application for the surveying persons.
4. GPS, GPRS connectivity required for the mobile devices
5. Maintenance and upkeep of the software, mobile application and mobile devices.

The vendor should provide a mobile application and a web based GIS application for Tree Census management.

The mobile application shall have following features:

- The application shall capture photo of the tree with the mobile device.
- It will associate GPS location with the image and will have a form for census.
- The vendor will feed the data related to the tree using the same application.
- The application shall upload the information on the web GIS application for PCMC.

The web GIS application shall have following functionality:

- Show tree census data on a GIS map.
- Provide all the information of the tree uploaded from the mobile application.
- Provide edit facility for users to update more information about the tree on the web.
- It will also provide Geometric analysis of the tree census.
- It will also have MIS and GIS reports and analysis module.

The web based GIS application shall have following common architecture practices.

- Role based access control
- Notification
- Audit Trail
- Open source based technologies
- Web Browser: W3C (World Wide Web Compliant)
- All GIS interfaces should be OGC compliant.
- Mobile based android application for tree survey and data collection.
- Tree based botanical database building to make data more information rich.
- Variety of officer/ user centric dashboards for monitoring and reviews.
- Incorporate the thematic maps

The above application should integrate seamlessly into PCMC's e-Governance modules and shall use the same technology framework to ensure best practices.

The selected Vendor shall complete the scope of services within a time period of 12 months from the Appointed Date and shall maintain the application software & the Census database for a period of 18 months from the Appointed Date.

21 COMMERCIAL PROPOSAL FORMAT

(Shall be filled through e-tendering system)

Date:
Place:

To
The Addl. Commissioner
Pimpri Chinchwad Municipal Corporation,
Pimpri Chinchwad Municipal Corporation Main Building,
Pimpri – 411 018
Maharashtra

Dear Sir,

Sub: “Proposal for Selection of Vendor for Census of Trees using GIS & GPS Technology and Preparation of Software to Operate & Manage the Census Data”

Please find enclosed our Commercial Proposal in respect of the project **Selection of Vendor for Census of Trees using GIS & GPS Technology and Preparation of Software to Operate & Manage the Census Data** in response to the Request for Proposal (“RFP”) Document issued by the Corporation dated ___ 2013.

Item Name (1)	Quantity (nos.) (2)	Amount (Rs)
Part A: Cost of Satellite imagery of PCMC (WorldView-2 Satellite, 0.5m resolution, 177 Sq. km area)	1	
Part B: Cost of Software Application (Both Mobile Application & Web Based GIS application) & Cost of Census of Trees	1	
Total Commercial Proposal Amount (A+B)		

The Fee quoted shall be inclusive of all charges, taxes including Service Tax, levy, cess, professional fee & payments to be paid to the Successful Bidder for undertaking the Project. PCMC shall not pay to the Successful Bidder any additional amount than mentioned in the total quote received for the Project.

Thanking you,

Yours sincerely,

For and on behalf of : (here enter the name of the Bidder and the Company Seal)

Signature : *(Authorised Representative and Signatory)*

Name of the Person :

Designation :

Note:

In case of a discrepancy between the quote expressed in figures vis-à-vis the quote expressed in words, the latter shall govern.

22 POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(Refer Clause 5.3.2 (h) of the RFP)

(To be executed on stamp paper of appropriate value)

Whereas PCMC has invited proposals for selection of Vendor for Census of Trees using GIS & GPS Technology and Preparation of Software to Operate & Manage the Census Data.

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP) Document and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

We, having our registered office at, M/s., having our registered office at, and M/s., having our registered office at, (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s, having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to subdelegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20....

For
(Signature, Name & Title)

For
(Signature, Name & Title)

For
(Signature, Name & Title)
(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

- 1.
- 2.

Notes:

- *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.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

23 JOINT BIDDING AGREEMENT

(Refer Clause 5.3.2 (h) of the RFP)

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...
(the “**Agreement**”)

AMONGST

1. {..... Limited, a company incorporated under the (Indian) Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND

2. Limited, a limited liability company incorporated under the (Indian) Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns) } *

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”.

WHEREAS,

A. The Pimpri Chinchwad Municipal Corporation, hereinafter referred to as “PCMC”) has invited Bids by its Request for Proposal No. dated (the “**RFP**”) for selection of Vendor for Census of Trees using GIS & GPS Technology and Preparation of Software to Operate & Manage the Census Data (the “**Project**”);

B. The Parties are interested in jointly bidding for the Project as members of a Consortium (as defined below) and in accordance with the terms and conditions of the Bidding Documents including the RFP; and

C. It is a necessary condition under the RFP that the members of the Consortium shall enter into a joint bidding agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

* The number of Parties will be shown here, as applicable.

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for the Project, either directly or indirectly.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, it shall incorporate the SPV as required by and in accordance with the Bidding Documents for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below.

a) Party of the First Part shall be the lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

b) {Party of the Second Part shall be _____.}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project in accordance with the terms of the RFP, the Concession Agreement and for the performance of the Concessionaire’s obligations under the Concession Agreement.

6. Shareholding in the SPV

(a) The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

(b) Subject to the terms of the Concession Agreement, the lead Member shall during the term of the Concession Agreement hold equity share capital not less than 51% (fifty one percent) of the subscribed, paid up and voting equity share capital of the SPV; and

(c) Subject to the terms of the Concession Agreement, the Members whose financial and technical capacities has been utilized for the purposes of qualification and in the Bid shall for a period of three (three) years from the date of commercial operation of the Project hold equity share capital not less than 26% (twenty six percent) of the subscribed, paid up and voting equity share capital of the SPV.

The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a. such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. the execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Member of Consortium is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any applicable law presently in effect and having applicability to it;
 - iii. violate the memorandum of association and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; and
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or any other encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from

fulfilling its obligations under this Agreement;

- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect till the full and final satisfaction of all obligations under the Concession Agreement in accordance with the terms thereof, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project as the Successful Bidder, the Agreement will stand terminated, in accordance with the mutual agreement of the Parties.

9. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of PCMC.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

In the presence of:

- 1.
- 2.

Notes:

1. The mode of execution of the Joint Bidding Agreement 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.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Member of Consortium.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

PART 2 – Operation & Management Agreement

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This Agreement is mutually agreed and entered into on this ____ day of ____, Two Thousand and ____ at Pimpri.

BETWEEN

Pimpri Chinchwad Municipal Corporation (hereinafter referred as "Corporation"), having its principal office at Pimpri Chinchwad Municipal Corporation main building, Pune Mumbai Road, Pimpri - 411018 and represented by Shri _____, the Additional Commissioner of Pimpri Chinchwad Municipal Corporation (hereinafter called the "Additional Commissioner" in which expression are included unless such inclusion is inconsistent with the context, his successor or successors for the time being holding the office of the Municipal Commissioner and in view of the powers delegated to the Additional Commissioner by the Commissioner vide his Order no. / Admin/1/ws/730/92 dated 25.08.92, of ONE PART.

AND

_____, a company incorporated under the provisions of the Indian Companies Act, 1956 or a partnership firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership firm registered under Limited Liability Partnership Act, 2008 or a registered Proprietorship Firm having its registered office at _____, hereinafter referred to as the

“Vendor” which expression shall unless repugnant to the context include its successors and permitted assigns, of the OTHER PART.

WHEREAS,

- A. Pimpri Chinchwad Municipal Corporation (Corporation) intends to undertake Census of Trees and intends to put in place software for managing the workflow of Garden Department of PCMC and for the quick retrieval of the Tree Census data.
- B. For this purpose, Corporation had invited competitive proposals from eligible Bidders for implementing the Project and in response thereto received proposals from several Bidders including the Vendor for implementing the Project.
- C. Corporation, after evaluating the aforesaid Proposals, accepted the Proposal submitted by the Vendor M/s. _____ for operating & maintaining the Project.
- D. Thereafter Corporation had issued a Letter of Allotment (LOA) bearing No. _____ dated _____ to the Vendor and which has been acknowledged by Vendor’s letter bearing No. _____ dated _____.
- E. The Vendor shall scan the documents with the record room of the Corporation and prepare a software application during the Contract Period of 3 (three) years from the date of issue of work order.
- F. Corporation has executed this Agreement to assign to the Vendor, the rights and stating its obligations with respect to the Project.
- G. The Corporation confirms the receipt of the following from the Vendor:
 - a. Bank Guarantee dated _____ for an amount of Rs. _____ (Rupees _____ only) as Performance Security, for the performance of the obligations of the Vendor under this Agreement.

In terms of the Letter of Allotment, the Parties hereto are required to enter into the Operation and Management Agreement being these presents to record the terms, conditions and covenants.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

“**Affected Party**” shall mean the Party claiming to be affected by a Force Majeure Event in accordance with Article 11.

“**Agreement**” shall mean this Agreement with its recitals and schedules, and includes any amendments hereto made in accordance with the provisions hereof.

“**Applicable Law**” means and includes any statute, law, bye-law, rule, regulation, ordinance, judgment, order, decree, injunction, writs or orders of any court of record, clearance, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the

foregoing, by any Government Agency having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter.

“Applicable Permits” shall mean all clearances, permits, authorisations, consents and approvals required to be obtained or maintained by the Vendor under Applicable Law, in connection with the Project during the subsistence of this Agreement.

“Appointed Date” shall mean the date of issue of work order.

“Census” means Census of trees as indicated under Section 7 (b) of Maharashtra (Urban Areas) Protection & Preservation of Trees Rules 2009

“Conditions Precedent” shall have meaning as ascribed under Article 4.

“Contract Period” shall mean 18 months from the Appointed Date.

“Dispute Resolution” shall mean the procedure as mentioned in Article 14.

“Emergency” shall mean a condition or situation that is likely to endanger the safety of the individuals on or about the Project Facilities or which poses an immediate threat of material damage to any of the Project Facilities.

“Encumbrance” shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Project Facilities.

“Financial Year” shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.

“Force Majeure” or “Force Majeure Event” shall mean an act, event, condition or occurrence as specified in Article 11 of this Agreement.

“GoM” shall mean the Government of Maharashtra.

“Good Industry Practice” shall mean the exercise of that degree of skill, diligence, prudence, integrity and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof or any of them of a project similar to that of the Project.

“Government Agency” shall mean Government of India (GoI), GoM, Corporation or any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Parties, the Project Facilities or any portion thereof, or the performance of all or any of the services or obligations of the Vendor under or pursuant to this Agreement.

“Letter of Allotment” shall mean the letter issued by the Corporation to the successful bidder.

“Maintenance Period” shall commence after 12 months from the Appointed Date and end on the last day of the 6th month from the Appointed Date

“Material Adverse Effect” shall mean a material adverse effect on (a) the ability of the Vendor to exercise any of its rights to perform / discharge any of its duties / obligations under and in accordance with the provisions of this Agreement and / or (b) the legality, validity, binding nature or enforceability of this Agreement.

“Material Breach” shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.

“Operation Period/ Census Period” shall commence from the date of issue of work order and shall end on the last day of the 12th month from the Appointed Date

“Parties” shall mean the parties to this Agreement and “Party” shall mean either of them, as the context may admit or require.

“Performance Security” shall mean the deposit provided by the Vendor as a guarantee for the performance of its obligations and is in accordance with Article 6.1.1.

“Person” shall mean (unless otherwise specified or required by the context), any individual, company, corporation, partnership, trust, unincorporated organisation, government or government body or any other legal entity.

“Prabhag/ Prabhags” shall mean the four administrative prabhag of Pimpri Chinchwad Municipal Corporation.

“Preliminary Notice” shall mean the notice intended for termination by the Party entitled to terminate this Agreement to the other Party setting out, inter alia, the underlying Event of Default.

“Project” shall mean undertaking all activities related & associated to Census of trees using GIS & GPS technology in PCMC jurisdiction and preparation & maintenance of software to manage the Census of trees data.

“Project Facilities” shall mean the facilities, application source code, application testing report and assets provided by the Corporation or developed by the Vendor.

“Proposals/ Request for Proposal (RFP)” shall mean the Request for Proposal Document, issued by Corporation dated 15th March 2013, to the interested bidders in the proposal stage, and the amendments and modifications made from time to time together with all Annexures, Schedules, along with such corrigendum, addendum, amendments which may be made from time to time.

“Rules” shall mean Maharashtra (Urban Areas) Protection & Preservation of Trees Rules 2009

“Rupees” or **“Rs.”** refers to the lawful currency of the Republic of India.

“Standards of Reasonable and Prudent Vendor” means the standards, practices, methods and procedures expected from a person seeking in good faith to perform its contractual

obligations and in so doing and in the general conduct of its undertaking exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced Person engaged in the same type of undertaking under the same or similar circumstances and conditions including the conditions as contemplated by the Basic Documents.

“**Tax**” shall mean and includes all taxes, fees payable to the Corporation, stamp duty, cesses, levies that may be payable by the Vendor under Applicable Law.

“**Termination**” shall mean early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement whichever is earlier, but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

“**Termination Date**” shall mean the date specified in the Termination Notice as the date on which Termination occurs.

“**Termination Notice**” shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

“**Vendor**” shall mean M/s _____ (name of the Bidder).

“**Ward/ Wards**” shall mean the administrative wards of Pimpri Chinchwad Municipal Corporation.

1.2 Interpretation

In this Agreement, unless the context otherwise requires,

- a. any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- b. references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
- c. the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity);
- d. the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- e. the words "include" and "including" are to be construed without limitation;
- f. any reference to day, month or year shall mean a reference to a Gregorian calendar day, month or year respectively;
- g. the Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;

- h. any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- i. references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
- j. the damages payable by either Party to the other of them as set forth in this Agreement are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty;
- k. any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates;
- l. in case of any conflict or discrepancy in the articles/ clauses in the body of the Agreement and those in the schedules, the articles/ clauses in the body of the Agreement shall prevail.

2 GRANT AND ACCEPTANCE OF RIGHTS

2.1 Grant of Operation and Maintenance Rights

Subject to and in accordance with the terms and conditions set forth in this Agreement, Corporation hereby grants and authorises the Vendor to undertake the scope of services, and to exercise and enjoy the rights, powers, benefits, privileges, authorisations and entitlements as set forth in this Agreement (“Operation and Maintenance Rights”).

2.2 Period of Rights

The Rights hereby granted for the Project are for a maximum period of 3 (three) years commencing from the Appointed Date or till the Termination Date, whichever is earlier.

2.3 Acceptance of Rights

In consideration of the rights, privileges and benefits conferred upon the Vendor, and other good and valuable consideration expressed herein, the Vendor hereby accepts the Rights and agrees and undertakes to perform / discharge all of its obligations in accordance with the provisions hereof.

3 HANDOVER OF PROJECT FACILITY

3.1 Handover of Project Facility

- (a) Corporation shall, within 15 (fifteen) days of the Appointed Date, handover to the Vendor on an as-is-where-is basis, peaceful physical possession of the Project Facility i.e. jurisdictional boundary map of PCMC, for the purpose of implementing the Project.

- (b) Upon the Project Facility being handed over pursuant to the preceding sub-article (a), the Vendor shall, subject to the provisions of Article 6 have the right to use the same in accordance with the provisions of this Agreement.

3.2 Rights, Title and Use of the Project Site

- (a) The Vendor shall have the right to use the Project Facilities for the purpose of implementing the Project in accordance with the provisions of this Agreement and for this purpose, it may regulate the entry into and use of the same by third parties.
- (b) The ownership of the Project Facilities shall be and continue to be of the Corporation.
- (c) If the Vendor is not in default of this Operation and Maintenance Agreement during the course of the Contract Period then the Corporation may renew the right to extend the Contract Period.

Provided such renewal shall be considered only if the Vendor approaches the Corporation six months before the expiry of the Contract Period and that such renewal of the right is subject to Corporation's review and approval.

Provided further that such renewal shall be applicable as per the conditions and rates applicable and in effect at the time of such renewal, or as per the rates and conditions sought appropriate by the Corporation.

- (d) The Vendor shall not create any Encumbrance on the whole or any part of the Project Facilities save and except as set forth and permitted under this Agreement.
- (e) The Vendor shall not, without the prior written approval of Corporation, use the Project Facilities for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto.
- (f) The Corporation shall have the right to access and inspect the Project Facilities during the Contract Period without any prior notice of the Vendor.

Provided that such access or use shall not result in a Material Adverse Effect and that Corporation shall, in the event of any physical damage to the Project Facilities on account thereof, ensure that the Project Facilities are promptly restored at its cost and expenses.

3.3 Peaceful Possession

Corporation hereby warrants that:

- (a) The Project Facility
 - i. has been acquired through the due process of law
 - ii. is vested with Corporation
- (b) The Vendor shall, subject to complying with the terms and conditions of this Agreement, remain in peaceful possession of the Project Facility.

In the event the Vendor is obstructed by any Person claiming any right, title or interest in or over the Project Facility or any part thereof or in the event of any enforcement action including any attachment, distraint, appointment of receiver or liquidator being initiated by any Person claiming to have any interest in/charge on the Project Facilities or any part thereof, Corporation shall, if called upon by the Vendor, defend such claims and proceedings and also keep the Vendor indemnified against any consequential loss or damages which the Vendor may suffer, on account of any such right, title, interest or charge.

3.4 Applicable Permits

The Vendor shall obtain and maintain the Applicable Permits and adhere to Applicable Law in such sequence as is consistent with the requirements of the Project. The Vendor shall be responsible and shall be in compliance with the terms and conditions subject to which Applicable Permits have been issued.

4 CONDITIONS PRECEDENT

4.1 Responsibilities of the Vendor

The Vendor shall fulfil the following conditions precedent within 15 (fifteen) days from the Appointed Date:

- (a) The Vendor shall have provide a Performance Security in favour of Corporation for a sum of Rs. _____ (Rupees _____ only) in the form of Bank Guarantee from a scheduled or a nationalised bank from PCMC Area Branch for the Project at the time of signing of the Agreement as per format mentioned under Schedule I.
- (b) The Vendor shall have submitted a work plan to execute the Project and have obtained approval from PCMC. The work plan shall provide details of tasks to be undertaken for the completion of Project, manpower deployed along with the specific timelines of the milestones.
- (c) The Vendor shall also have received the applicable permits and clearances from concerned authorities under relevant laws applicable if any.

4.2 Responsibilities of Corporation

Corporation shall fulfil the following conditions precedent within 15 (fifteen) days from the Appointed Date:

- (a) Corporation shall have provided support to the Vendor in obtaining timely approvals, permissions and authorisations for performance of obligations for the Project.
- (b) Corporation shall handover the Project Facility to the Vendor within 15 (fifteen) days from the Appointed Date on an "as-is-where-is basis" condition for use during the Contract Period for the purpose of the Project free of any charges.

4.3 Cost of satisfying the conditions precedent

The cost of satisfying the above conditions precedent shall be borne by the respective Parties responsible for satisfaction of the Conditions Precedent.

4.4 Non- fulfilment of the Conditions Precedent

- (a) In case of non-fulfilment of the conditions precedent attributable to reasons beyond the control of the Vendor or Corporation, the period for satisfaction of Conditions Precedent may be extended by the discretion of the Corporation.
- (b) If any of the conditions precedent contemplated in Article 4.1 and 4.2 has not been satisfied in full or has not been waived, within the time stipulated or from such extended time that the Parties may agree upon, then and in such event either party shall have the right to terminate this Agreement by giving 30 (thirty) days notice in writing to the other party, given at any time thereafter, but prior to such conditions precedent being satisfied or waived, and if the conditions precedent are not satisfied or waived within such notice period, upon expiry of such notice, this Agreement shall terminate.
- (c) If the Agreement is terminated due to non-satisfaction of Conditions Precedent set forth in Article 4.1, the Vendor shall not be compensated in any manner whatsoever, the Performance Security shall be released to the Vendor after deducting necessary charges.
- (d) If the Agreement is terminated due to non-satisfaction of Conditions Precedent set forth in Article 4.2 and Article 4.1 (a), then Corporation shall release the Performance Security.

5 PROJECT OFFICER

The Corporation shall nominate a Corporation official for being in charge of all the monitoring activity at the Project Facilities shall act as the Project Officer. Such Project Officer shall be stationed at the head office of the Corporation.

The Project Officer shall facilitate smooth implementation and operation of the Project. Broadly the role of the Project Officer during the Contract Period is to monitor, in accordance with Good Industry Practice, the operations and maintenance activities undertaken by the Vendor so as to ensure compliance with the Vendor's Obligations as mentioned in this Agreement.

The Project Officer shall, in the ordinary course, maintain a record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following:

- a. Inspections undertaken and notices/ instructions issued to the Vendor;
- b. Force majeure events;
- c. Breaches and defaults by the parties.

6 VENDOR'S OBLIGATIONS

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Vendor shall have the following obligations:

6.1 Financial Obligations

6.1.1 Performance Security

- (a) The Vendor shall, for due and punctual performance of its obligations hereunder relating to the Project, deliver to Corporation, simultaneously with the execution of this Agreement, a bank guarantee from a scheduled or nationalised bank acceptable to Corporation, in favour of Corporation, in the form as set out in Schedule I, ("Performance Security") for a sum of Rs. _____ (Rupees _____ only). All charges, fees, costs and expenses for providing the Performance Security in the form of a bank guarantee shall be borne and paid by the Vendor.
- (b) The Vendor agrees that the Performance Security shall be kept valid for a period of 2 (two) years from the Appointed Date.

Provided that if the Agreement is terminated due to any event other than a Vendor Event of Default, the Performance Security if subsisting as of the Termination Date shall, subject to Corporation's right to receive amounts, if any, due from the Vendor under this Agreement, be duly discharged and released to the Vendor.

6.2 Operational Obligations

6.2.1 Project Implementation

- a. Census shall be undertaken of trees whose trunk or stem having minimum girth of 10 centimetres and height of three (3) meter above the ground level.
- b. Census of the existing trees must be a head count of all the existing trees upon all lands within the jurisdiction of Pimpri Chinchwad Municipal Corporation (PCMC). Defence land is excluded from the PCMC jurisdiction.
- c. The tree of which the head is taken shall be marked with typical symbolic mark so as to indicate the survey carried out at site.
- d. Vendor shall submit the details of the project team to the Project Officer for approval. Upon approval, the Vendor shall deploy the staff for the Census of trees.
- e. The vendor shall submit for approval the Ward wise plan of action for Census of trees to the Chief Garden Superintendent, PCMC. Upon approval, the Vendor shall carry out the survey as per the plan of action.
- f. At any given time census work of a minimum of four municipal Wards shall be undertaken and be in progress. A detailed plan of action in this regard will be approved by the Superintendent of Gardens & shall be adhered to by the Vendor. This detailed programme shall always be subject to modification issued by the Chief Garden Superintendent, PCMC.
- g. Vendor shall prepare System Requirement Specification (SRS) report for the development of the software application required to operating and managing the work flow of Garden department and Census of tree data. The SRS shall be prepared in consultation with the Garden Department and Computer Department. Upon approval on SRS from the Garden Department & the Computer Department, the Vendor shall develop

- the software application. The tentative features of the software application are attached as Schedule II.
- h. Vendor shall incorporate all the Census of trees data into the software application.
 - i. Vendor shall submit 10 hard copies and 5 soft copies of the Census of trees report. The report shall have the Census information arranged in the format attached in Schedule III. The entire report format should be generated from the software application. The report should also include coloured photographs (size 5 inch X 4 inch) of 30 common occurring trees in PCMC.
 - j. The Census report shall provide the plantation requirement to meet the norms of section 7(h) and section 7(c) of Maharashtra (Urban Areas) Protection and Preservation of Trees Act, 1975. The format for the information is attached as Schedule IV.
 - k. The Vendor shall submit to PCMC the codes of the Mobile application and web based GIS application for the Census of Trees.
 - l. Vendor shall provide all the equipment, staff, office space and material for undertaking the Project.
 - m. The application software shall be developed by the Vendor and completion certificate needs to be obtained by the Vendor from the Project Officer within six (6) months from the Appointed Date. All the Census data shall then be verified using the application software by the Project Officer subsequent to the development of the application software for ensuring satisfactory performance of the Vendor and only then shall the subsequent Fee computation shall be undertaken by PCMC.
 - n. Vendor shall provide training for the operation of the application software to the nominated PCMC staff. It shall also provide technical training to the nominated technical staff of PCMC for maintenance of the application software.
 - o. It shall provide handholding support to PCMC staff regarding the use of the application software for 6 months after receiving the completion certificate from the Project Officer regarding application software.
 - p. The Vendor shall report on a regular basis to the Project Officer its performance of the scope of work & work plan along with tasks undertaken and outputs submitted.
 - q. The Vendor shall also operate and maintain the Project Facilities in accordance with the standards of reasonable and prudent Vendor, do all such acts, deeds and things necessary and expedient including, without limitation obtaining all the approvals required for the operation and maintenance of the Project Facilities in accordance with Applicable Law.
 - r. For the avoidance of doubt, it is hereby clarified that the Vendor shall be responsible for the operation and maintenance of the Project Facilities, and shall ensure that no damage or loss is caused to the Project Facilities;
 - s. If the Corporation undertakes any activity as mentioned under Article 13 after the expiry or termination of the Contract period, then the Vendor shall not have any right to oppose the same.
 - t. The Vendor shall during the Maintenance Period shall resolve all the technical queries of the application software. During the Maintenance Period the Vendor shall resolve technical issues, provide handholding support regarding application software, & the census of trees database by deploying its representative at PCMC. Whenever required by the Project Officer, Vendor's technical team has to come on site at PCMC to resolve the technical issues. The Vendor shall resolve the technical issues within fifteen (15) days from the intimation of technical issue via mail.
 - u. The Vendor shall handback the source code of the mobile application & the web based GIS application to PCMC.

- v. The Vendor shall get the mobile application and web based GIS application tested from CERT certified/ STQC agency and submit is report to PCMC.

6.3 General Obligations

The Vendor shall at its own cost and expense:

- a. shall not do or permit any activity on the Project Site which may be nuisance, annoyance or disturbance to the owners, occupiers or residents of other premises adjacent or in and around the vicinity.
- b. shall at the expiry of the Contract Period or on the termination of this Agreement, whichever is earlier, hand back vacant and peaceful possession of all the Project Facilities to the Corporation free of cost and in good operable condition in accordance with provision mentioned under Article 13.
- c. the stamp duty payable in respect of this Agreement shall be borne by the Vendor. Also the registration charges payable in respect of this Agreement and the duplicate thereof shall be borne by the Vendor. The Vendor shall retain the duplicate of this Agreement and the original shall remain with the Corporation. The Operation and Management Agreement shall be registered at the applicable jurisdiction area, where such registration is under the provision of the Indian Registration Act.
- d. procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project;
- e. make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies the Corporation against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall the Corporation be treated as employer in this regard;
- f. be responsible for all the health, security, environment and safety aspects of the Project at all times;
- g. upon receipt of a request thereof, afford access to the Project Facilities to the authorised representatives of Corporation for the purpose of ascertaining compliance with the terms and conditions of this Agreement;

6.4 No Breach of Obligations

The Vendor shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

- a. Force Majeure Event, subject to Article 11;
- b. Corporation Event of Default;

- c. Compliance with the instructions of the Corporation or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Vendor of any of its obligations hereunder.

7 CORPORATION'S OBLIGATIONS

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Corporation shall have the following obligations:

Corporation within its purview shall:

- a. Provide Vendor with the Project Facilities i.e satellite image of PCMC
- b. Bear all cost of Project Facilities
- c. Observe and comply with all its obligations set forth in this Agreement

8 FEE

8.1 Fee Payment Schedule

The Corporation shall make payments to the Vendor on the satisfactory work carried out during that the implementation period as per the schedule indicated below.

Sr. No.	Milestones of Work	Computation of Payment	Amount of Payment (Rs)
1	Supply of Satellite imagery of PCMC of WorldView-2 Satellite of 0.5 resolution	Ra	
2	<ol style="list-style-type: none"> a. Approval of work plan for Census of trees by the Project Officer b. Approval of SRS by the Project Officer for the mobile application & web based GIS application 	0.05 x Rb	
3	Receiving Completion Certificate for the mobile application & web based GIS application from the Project Officer	0.05 x Rb	
4	Completion of Census of Trees for A Prabhag and incorporating its details in the application software	(0.15 x Rb) – Po	
5	Completion of Census of Trees for B Prabhag and incorporating its details in the application software	(0.15 x Rb) – Po	
6	Completion of Census of Trees for C Prabhag and incorporating its details in the application software	(0.15 x Rb) – Po	
7	Completion of Census of Trees for D Prabhag	(0.15 x Rb) – Po	

Sr. No.	Milestones of Work	Computation of Payment	Amount of Payment (Rs)
	and incorporating its details in the application software		
8	a. Completion of training to PCMC staff. b. Approval on the final Census Report by the Project Officer	0.05 x Rb	
9	a. Completion of 6 months of handholding support to PCMC staff regarding the operations of the application software b. Submission of 10 hard copies & 5 softcopies of Final Census Report	0.05 x Rb	
10	Completion Certificate from Project Officer that all Census Data & Census Reports are incorporated in the application software and the application software is prepared as per the requirements stated in the SRS	0.05 x Rb	
11	a. Completion Certificate from the Project Officer that the Maintenance Period has been completed & the performance of the Vendor has been satisfactory. b. Source Code of the mobile application & web based GIS application. c. Application testing report from CERT certified /STQC agency for both the mobile application & the web based GIS application	0.15 x Rb	
Total Payment			Rs.

Where Ra = Rate quoted in Part A of the Financial Proposal

Rb = Rate quoted in Part B of the Financial Proposal

Po = Penalty during the Operation/Census period

8.2 Mechanism of Payment

The Corporation shall pay to the Vendor the fee, on the Vendor submitting the necessary invoice to the Corporation. The Corporation after validation of the invoice shall release the fee.

8.3 Penalties

Data of Census of tree undertaken by the Vendor shall be cross verified through site inspection by the Project Officer. The site inspection shall be carried out for that Prabhag of

PCMC for which Census of tree has been completed and Vendor has submitted the invoice. During the site inspection if the details of the Census of tree are found inaccurate or false the following shall be the mechanism of penalty for non-satisfactory performance of the Vendor.

Service	Penalty in case of default
Trees left out in Census or the tree without the agreed symbolic mark of the Census (P1)	Rs. 1000 per tree identified by Project Officer that has not been captured in the Census details and Vendor shall incorporate all the details of the identified tree in the application software & Census Report without any additional cost to PCMC.
Delay in the Census of trees (after 12 months from the appointed date) (P2)	Rs. 500 per day beyond the Operation /Census Period

The total penalty computed shall be the summation of the individual penalty. The above instances of penalty shall be mutually exclusive and therefore each penalty shall be levied separately and deducted from the Fee payable by PCMC.

It shall be the responsibility of the Vendor to conduct re-Census of the trees and incorporate its information in the application software & the Census report once indicated by the Project Officer that it has not been covered in the original Census. Vendor shall not be paid any amount for re-Census of the trees.

9 CONFIDENTIALITY

The Vendor acknowledges that during the execution of this engagement, it may receive/ obtain information from the Client, which is confidential or is designated by the Corporation as confidential. The Vendor agrees that (i) it shall keep in trust and confidence all such confidential information; and (ii) use/ reproduce confidential information only to perform its obligation under this Project (iii) shall not access any information through use of external hard drives such as pen-drive or other storage devices. The Vendor agrees that any breach of confidentiality shall allow the Corporation to take all the necessary action against the Vendor at any point of time even beyond the Termination/ expiry of the Contract Period.

10 INDEMNITY

- a. The Vendor agrees to indemnify and hold harmless Corporation and its officers and employees (each a "Corporation Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorneys' fees and disbursements) and expenses (collectively, "Losses") to which Corporation Indemnified Party may become subject, insofar as such Losses directly arise out of, in any way relate to, or result from:
 - i. any mis-statement or any breach of any representation or warranty made by Vendor or
 - ii. the failure by Vendor to fulfil any agreement, covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Vendor or
 - iii. any claim or proceeding by any third party against Corporation arising out of any act, deed or omission by the Vendor.

For the avoidance of doubt, indemnification of Losses pursuant to this article shall be made in an amount or amounts sufficient to restore each Corporation Indemnified Party to the financial position it would have been in had the Losses not occurred.

- b. Any payment made under this Agreement pursuant to an indemnity or claim for breach of any provision of this Agreement shall be net of applicable Taxes.

11 FORCE MAJEURE

11.1 Force Majeure Event

Force Majeure shall mean any event or circumstance or combination of events or circumstances set out below that materially and adversely affects any Party in the performance of its obligations in accordance with the terms of this Agreement, but only if and to the extent that such events and circumstances pertains to the Project or has a direct effect on the operations on the Project Site, which are not within the affected Party's reasonable control, and/or the effects of which the affected Party could not have prevented through prudent business practices or, through reasonable skill and care, including through the expenditure of reasonable sums of money;

- a. earthquake, flood, inundation and landslide
- b. storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances
- c. fire caused by reasons not attributable to the Vendor or any of the employees of the Vendor for purposes of the Project;
- d. acts of terrorism;
- e. strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Vendor
- f. war, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions, any failure or delay caused by the events mentioned in this sub clause for which no offsetting compensation is payable to the Vendor
- g. action of a Government Agency having Material Adverse Effect including but not limited to
 - i. acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Project / Project Facilities or any part thereof or of the Vendor's rights in relation to the Project,
 - ii. any judgement or order of a court of competent jurisdiction or statutory authority in India made against the Vendor in any proceedings which is non-collusive and duly prosecuted by the Vendor, and

- iii. any unlawful, unauthorised or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case, for reasons other than Vendor's breach or failure in complying with the Project Requirements, Applicable Laws, Applicable Permits, any judgement or order of a Governmental Agency or of any contract by which the Vendor as the case may be is bound.
- h. early termination of this Agreement by Corporation for reasons of national emergency or national security.

11.2 Exclusions from Force Majeure Event

Force Majeure shall expressly not include the following conditions, except to the extent resulting from a Force Majeure:

- a. Unavailability, equipments/ machines for the Project;
- b. An indirect effect on the operations of the Project
- c. Non- performance resulting from normal wear and tear typically experienced in a Project of this kind; and non- performance caused by, or connected with, the non-confirming party's (a) negligent or intentional acts, errors or omission (b) failure to comply with any of the Laws of India, or (c) breach of, or default under this Agreement.

11.3 Notice of Force Majeure Event

- a. As soon as practicable and in any case within 7 (seven) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the Corporation if applicable and the other party of the same setting out, inter alia, the following in reasonable detail:
 - i. the nature and extent of the Force Majeure Event;
 - ii. the estimated Force Majeure Period;
 - iii. the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
 - iv. the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
 - v. any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.
- b. As soon as practicable and in any case within 5 days of notification by the Affected Party in accordance with the preceding clause (a), the Parties shall along with the Corporation if applicable meet and hold discussions in good faith and where necessary conduct physical inspection / survey of the Project Facilities in order to:
 - i. assess the impact of the underlying Force Majeure Event,
 - ii. to determine the likely duration of Force Majeure Period and,
 - iii. to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations, the performance of which shall have been affected by the underlying Force Majeure Event.

- c. The Affected Party shall during the Force Majeure Period provide to the other Party regular (not less than weekly) reports concerning the matters set out in the preceding clause (b) as also any information, details or document, which the other Party may reasonably require.

11.4 Performance of Obligations

If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- a. due notice of the Force Majeure Event has been given as required by the preceding Article 11.3;
- b. the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- c. the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Project Facilities / as a result of the Force Majeure Event and to restore the Project Facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement;
- d. when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non issue of such notice being no excuse for any delay for resuming such performance;
- e. the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement; and
- f. any insurance proceeds received shall be, subject to the provisions of Financing Documents, entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, or in accordance with Good Industry Practice.

11.5 Termination due to Force Majeure Event

a. Termination

If a Force Majeure Event, excluding events described under Articles 11.1 (g) and 11.1 (h), continues or is in the reasonable judgement of the Parties likely to continue beyond a period of 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement.

Notwithstanding anything inconsistent contained in this Agreement, if a Force Majeure Event is an event described under Articles 11.1 (g) or 11.1 (h), and the same subsists for

a period exceeding 365 days, then either Party shall be entitled to terminate this Agreement.

Provided that the Corporation may at its sole discretion have the option to terminate this Agreement any time after the occurrence of any event described under Articles 11.1 (g) or 11.1 (h).

b. Termination Notice

If any Party, having become entitled to do so, decides to terminate this Agreement pursuant to the preceding sub clause (a), it shall issue Termination Notice setting out ;

- i. in sufficient detail the underlying Force Majeure Event;
- ii. the Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
- iii. the estimated Termination Payment including the details of computation thereof and;
- iv. any other relevant information.

c. Obligation of Parties

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

- i. the Termination Payment, if any, payable by the Corporation in accordance with the following sub clause (d) is paid to the Vendor on the Termination Date and
- ii. the Project Facilities are handed back to the Corporation by the Vendor on the Termination Date free from all Encumbrance.

d. Termination Payment

Upon Termination of this Agreement due to a Force Majeure Event, Termination Payment shall be made to the Vendor by the Corporation in accordance with the following:

- a. If the Termination is due to a Force Majeure Event, described under Articles 11.1(a) to 11.1(h), no Termination Payment shall be made by the Corporation to the Vendor but, the Vendor shall be entitled to receive, the Performance Security.

Provided the Corporation shall be entitled to deduct from the Termination Payment any amount due and recoverable by the Corporation from the Vendor as on the Termination Date.

11.6 Liability for other losses, damages etc.

Save and except as expressly provided in this Article 11, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

12 EVENTS OF DEFAULT AND TERMINATION

12.1 Events of Default

Event of Default shall mean either Vendor Event of Default or the Corporation Event of Default or both as the context may admit or require.

a. Vendor Event of Default

Any of the following events shall constitute an Event of Default by the Vendor ("Vendor Event of Default") unless such event has occurred as a result of one or more reasons set out under No Breach of Obligations mentioned under Article 6.4

- a. The Vendor is in Material Breach of any of its obligations under this Agreement and the same has not been remedied for more than 30 (thirty) days from the date of Preliminary Notice, subject to Article 12.2;
- b. Any representation made or warranty given by the Vendor under this Agreement is found to be false or misleading;
- c. A resolution for voluntary winding up has been passed by the shareholders of the Vendor;
- d. Any petition for winding up of the Vendor has been admitted and liquidator or provisional liquidator has been appointed or the Vendor has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of Corporation, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Vendor under this Agreement;
- e. A default has occurred under any of the Financing Documents and any of the Lenders has recalled its financial assistance from the Vendor and demanded payment of the amounts outstanding under the Financing Documents or any of them as applicable;
 - i. The Vendor has abandoned the Project Facilities;
 - ii. The Vendor has unlawfully repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
 - iii. The Vendor has suffered an attachment levied on any of its assets which has caused or is likely to cause a Material Adverse Affect on the Project and such attachment has continued for a period exceeding 90 (ninety) days.

b. Corporation Event of Default

Any of the following events shall constitute an event of default by Corporation ("Corporation Event of Default"), when not caused by a Vendor Event of Default or Force Majeure Event:

- a. The Project Facility has not been handed over to the Vendor within 15 (fifteen) days from the Appointed Date;
- b. The Corporation is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 (sixty) days of receipt of notice thereof issued by the Vendor;
- c. The Corporation has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;

- d. Any representation made or warranties given by the Corporation under this Agreement has been proved to be false or misleading.

12.2 Termination due to Event of Default

a. Termination for Vendor Event of Default

- i. Without prejudice to any other right or remedy which Corporation may have in respect thereof under this Agreement, upon the occurrence of a Vendor Event of Default, Corporation shall be entitled to terminate this Agreement in the manner as set out under Article 12.2 (a)(ii)
- ii. If Corporation decides to terminate this Agreement pursuant to preceding clause (i), it shall in the first instance issue Preliminary Notice to the Vendor. Within thirty (30) days of receipt of the Preliminary Notice, the Vendor shall submit to Corporation in sufficient detail, the manner in which it proposes to cure the underlying Event of Default if any (the "Vendor's Proposal to Rectify"). In case of non-submission of the Vendor's Proposal to Rectify within the said period of 30 (thirty) days, the Corporation shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Payment and Performance Security, if subsisting.

If the Vendor's Proposal to Rectify is submitted within the period stipulated thereof, the Vendor shall have further period of 30 (thirty) days to remedy / cure the underlying Event of Default ("Cure Period"). If, however the Vendor fails to remedy / cure the underlying Event of Default within such further period allowed, Corporation shall be entitled to terminate this Agreement, by issue of Termination Notice and to appropriate the, Payment and Performance Security, if subsisting.

b. Termination for Corporation Event of Default

- i. Without prejudice to any other right or remedy which the Vendor may have in respect thereof under this Agreement, upon the occurrence of Corporation Event of Default, the Vendor shall be entitled to terminate this Agreement by issuing Termination Notice.
- ii. If the Vendor decides to terminate this Agreement pursuant to preceding clause (i) it shall in the first instance issue Preliminary Notice to Corporation. Within 30 (thirty) days of receipt of Preliminary Notice, Corporation shall forward to the Vendor its proposal to remedy/ cure the underlying Event of Default ("Corporation Proposal to Rectify"). In case of non submission of Corporation Proposal to Rectify within the period stipulated therefore, Vendor shall be entitled to terminate this Agreement by issuing Termination Notice.
- iii. If Corporation Proposal to Rectify is forwarded to the Vendor within the period stipulated therefore, Corporation shall have further period of 30 (thirty) days to remedy / cure the underlying Event of Default. If, however Corporation fails to remedy / cure the underlying Event of Default within such further period allowed, the Vendor shall be entitled to terminate this Agreement by issuing Termination Notice.

c. Termination Notice

If a Party have become entitled to do so decide to terminate this Agreement pursuant to the preceding sub article (a) or (b), it shall issue Termination Notice setting out:

- i. in sufficient detail the underlying Event of Default;
- ii. the Termination Date which shall be a date occurring not earlier than 60 (sixty) days from the date of Termination Notice;
- iii. the estimated termination payment including the details of computation thereof; and,
- iv. any other relevant information.

d. Obligation of Parties

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

- i. until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facilities;
- ii. the termination payment, if any, payable by Corporation in accordance with the following sub - article (f) is paid to the Vendor on the Termination Date; and
- iii. the Project Facilities are handed back to Corporation as instructed by Corporation, by the Vendor on the Termination Date free from any Encumbrance along with any payment that may be due by the Vendor to the Corporation.

e. Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same.

Provided that the Party in breach shall compensate the other Party for any direct costs / consequences occasioned by the Event of Default, which caused the issue of Termination Notice.

f. Termination Payments

- i. Upon Termination of this Agreement on account of Vendor Event of Default, Vendor shall not be entitled to receive any termination payment from Corporation and the Performance Security shall be invoked by the Corporation.
- ii. Upon Termination of this Agreement on account of the Corporation Event of Default, Corporation shall release the Performance Security if subsisting.

Provided the Corporation shall be entitled to deduct from the Termination Payment any amount due and recoverable by the Corporation from the Vendor as on the Termination Date.

12.3 Rights of Corporation on Termination

- a. Upon Termination of this Agreement for any reason whatsoever, Corporation shall upon making the Termination Payment, if any, to the Vendor, have the power and authority to:
 - i. totake possession and control of the Project Facilities forthwith;
 - ii. prohibit the Vendor and any person claiming through or under the Vendor from entering upon / dealing with the Project Facilities;
 - iii. shall have the right over the payments which are liable to be paid to Corporation as per the terms of this Agreement.

- b. Notwithstanding anything contained in this Agreement, Corporation shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularisation of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Vendor/ contractor in connection with the Project, and the hand back of the Project Facilities by the Vendor to Corporation shall be free from any such obligation.

12.4 Accrued Rights of Parties

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those relating to the Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

13 HANDBACK OF PROJECT SITE

13.1 Ownership

Subject to the terms of the Agreement, the ownership of the Project Facilities, including all improvements made therein by the Vendor, shall at all times vest with the Corporation.

13.2 Vendor's Obligations

- i. The Vendor shall on the date of expiry or termination of the Contract Period, hand back the source code of the mobile application & web based GIS application to PCMC. The Vendor shall also submit the application testing report from CERT certified/ STQC agency for the both the mobile application and web based GIS application. Vendor agrees that the Corporation shall not be required to issue any notice to the Vendor for handover upon such termination or expiry of the Contract Period. It shall also include all the application code and licenses being developed or procured for the implementation of scope of services as per section 20 and section 3 of the RFP (Part 1 Request for Proposal)

- ii. At least three months before the expiry of the Contract Period, the Vendor should notify all the occupants and users in the Project Facilities about the date of the expiry of the

Agreement and the hand back of the Project Facilities to the Corporation and shall notify Corporation's rights and powers as mentioned under Article 13.3 after the expiry of the Contract Period.

- iii. The Vendor hereby acknowledges Corporation's rights specified in Article 12.3 and Article 13.3 enforceable against it upon the expiry and Termination and its corresponding obligations arising therefrom. The Vendor undertakes to comply with and discharge promptly all such obligations.
- iv. The Vendor undertakes to incorporate the rights and powers of the Corporation as per terms of this Agreement and also specifically those in Article 12.3 and Article 13.3 into all agreements which the Vendor shall enter into with the End user/ Occupants for grant of right to use of the commercial space developed on the project site and Vendor shall be responsible and liable for ensuring compliance of such terms by all such occupants and users.

13.3 Corporation's Rights

- i. All the Intellectual Property (IP) that would be generated in terms of project methodology/ application software's code bases/ modes of delivery/implementation strategies would remain with Pimpri Chinchwad Municipal Corporation. The IP ownership rights shall remain in force and valid.
- ii. The Corporation shall have exclusive possession and control of the Project Facilities after the expiry of the Contract Period or the termination of Agreement. For the purpose of clarity, Contract Period shall expire on 12.00 am on the expiry date or termination date of the Agreement.
- iii. It is expressly agreed that upon the expiry or termination of the Contract period the Vendor and any person claiming through or under the Vendor are prohibited from having access to Project Facilities and dealing with or any part thereof and the Corporation shall be entitled to prevent any such access or entry;

Further, to the Liquidated damages, the Performance Security if subsisting shall be encashed. The Vendor shall also be liable to pay any costs or expenses incurred by the Corporation for taking over the Project Facilities in case the Project Facilities are not handed in a vacant position by the Vendor on expiry of the Contract period.

- iv. The Corporation shall not notify and is not obliged to notify the Vendor / End user / Occupants about the action to take over the Project Facilities on the date of the expiry of the Contract Period and the Corporation shall not in any manner whatsoever be liable for any liabilities, claims, damages, losses, etc arising from such action for takeover of Project Facilities.
- v. The Corporation shall be entitled to recover from the Vendor all costs and expenses incurred for taking over the Project Facilities in the event the Vendor does not handover the application source code & application testing report from CERT certified/ STQC agency immediately upon expiry or Termination of the Contract Period.

14 DISPUTE RESOLUTION

14.1 Amicable Resolution

- a. Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in clause (b) below.
- b. The Parties may refer such Dispute to the Corporation, for amicable settlement. Upon such reference, the Parties shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to the coordination committee in accordance with the provisions of Article 14.2 below.

14.2 Resolution through coordination committee

- a. Procedure
Subject to the provisions of Article 14.1, any Dispute which is not resolved amicably shall be finally settled by the coordination committee which shall comprise of the Additional Commissioner and Assistant Commissioner (Store) of Corporation and the representative of the Vendor. The coordination committee shall chaired by the Commissioner of Corporation. The place of resolution shall be at Corporation building at Pimpri.
- b. English Language
The request for resolution, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.
- c. Enforcement of Award
The Parties agree that the decision or award from the Commissioner shall be final and binding upon the Parties.

14.3 Performance during Dispute

Pending the submission of and/or decision on a Dispute and until the award is published; the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

15 REPRESENTATIONS AND WARRANTIES

15.1 Representations and Warranties of the Vendor

The Vendor represents and warrants to Corporation that:

- a. it is duly organised, validly existing and in good standing under the laws of India;

- b. it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c. it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this Agreement;
- d. it has the financial standing and capacity to undertake the Project;
- e. this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f. the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Vendor's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- g. there are no actions, suits, proceedings or investigations pending or to the Vendor's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may constitute Vendor Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- h. it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;
- i. it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- j. subject to receipt by the Vendor from Corporation of any amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement all rights and interests of the Vendor in and to the Project Facilities shall pass to and vest in Corporation on the Termination Date free and clear of all Encumbrances without any further act or deed on the part of the Vendor;
- k. no representation or warranty by the Vendor contained herein or in any other document furnished by it to Corporation or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- l. no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Vendor to any person to procure the Development Rights.
- m. Without prejudice to any express provision contained in this Agreement, the Vendor acknowledges that prior to the execution of this Agreement, the Vendor has after a

complete and careful examination made an independent evaluation of the Project and the information provided by the Corporation, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Vendor in the course of performance of its obligations hereunder.

- n. The Vendor also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that Corporation shall not be liable for the same in any manner whatsoever to the Vendor.

15.2 Representations and Warranties of Corporation

Corporation represents and warrants to the Vendor that:

- a. Corporation has the full power and authority to grant the Development Rights;
- b. Corporation has taken all the necessary action to authorise the execution, delivery and performance of this Agreement;
- c. This Agreement constitutes Corporation's legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- d. There are no suits or other legal proceedings pending or threatened against Corporation in respect of the Project Site / Project Facilities.

15.3 Obligation to Notify Change

In the event that any of the representations or warranties made / given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

16 MISCELLANEOUS

16.1 Assignment and Charges

- a. The Vendor shall not assign in favour of any person this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of the Corporation.
- b. The Vendor shall not create nor permit to subsist any Encumbrance over the Project Facilities except with prior consent in writing of the Corporation, which consent the Corporation shall be entitled to decline without assigning any reason whatsoever.
- c. Restraint set forth in clauses (a) and (b) above shall not apply to:
 - i. Liens / encumbrances arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Vendor:
 - ii. Pledges / hypothecation of goods / moveable assets, revenue and receivables as security for indebtedness, in favour of the Lenders and working capital providers for the Project;
 - iii. assignment of Vendor's rights and benefits under this Agreement to or in favour of the Lenders as security for financial assistance provided by them.

16.2 Interest and Right of Set Off

- a. Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at prevailing benchmark prime lending rate (SBAR) of State Bank of India per annum plus 2% from the due date for payment thereof until the same is paid to or otherwise realised by the Party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off.
- b. Provided the stipulation regarding interest for delayed payments contained in this Article 16.2 shall neither be deemed nor construed to authorise any delay in payment of any amount due by a Party nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

16.3 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at Pimpri shall have jurisdiction over all matters arising out of or relating to this Agreement.

16.4 Waiver

- a. Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:
 - i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
 - ii. shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
 - iii. shall not affect the validity or enforceability of this Agreement in any manner.
- b. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver / breach of any terms, conditions or provisions of this Agreement.

16.5 Survival

Termination of this Agreement

- a. shall not relieve the Vendor, the Corporation of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and
- b. except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

16.6 Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

16.7 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognised international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to the Corporation:
 Authorised Representative
 The Corporation

If to the Vendor:
 Authorised Representative,

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered

- i. in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address, and
- ii. in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

16.8 Severability

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

16.9 Language

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

16.10 Exclusion of Implied Warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties and any representation by any Party not contained in a binding legal agreement executed by the Parties.

16.11 Counterparts

This Agreement may be executed in six counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED

For and on behalf of Corporation by:

(Signature)
(Name)
(Designation)

For and on behalf of VENDOR by:

(Signature)
(Name)
(Designation)

In the presence of:

- 1)
- 2)

Schedule I. Proforma of Performance Security
(Proforma of Bank Guarantee)¹

THIS DEED OF GUARANTEE executed on this the _____ day of _____ at _____ by _____ (*Name of the Bank*) having its Registered office at _____ and having its branch office at _____, Pimpri, hereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In Favour of

Pimpri Chinchwad Municipal Corporation (hereinafter referred as "Corporation"), having its principal office at Pimpri Chinchwad Municipal Corporation main building, Pune Mumbai Road, Pimpri - 411018, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

Whereas

By the Operation and Management Agreement ("the Operation and Management Agreement") being entered into between Corporation and _____, a company incorporated under the Companies Act, 1956, having its registered office at _____, ("the Vendor"), the Vendor has been given the right to undertake Census of Trees in PCMC jurisdiction, India (hereinafter referred to as "the Project").

- A. In terms of Article 6.1.1 of the Operation and Management Agreement, the Vendor is required to furnish to Corporation, an unconditional and irrevocable bank guarantee for an amount of Rs. _____ (Rupees only) as security for due and punctual performance / discharge of its obligations under the Operation and Management Agreement.
- B. At the request of the Vendor, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance / discharge by the Vendor of its obligations relating to the Project.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

Capitalised terms used herein but not defined shall have the meaning assigned to them respectively in the Operation and Management Agreement.

1. The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s _____ (hereinafter called "the Vendor") of all its obligations relating to the Project and in connection with achievement of obligations of the Vendor in accordance with the Operation and Management Agreement.
2. The Guarantor shall, without demur, pay to Corporation sums not exceeding in aggregate Rs. _____/- (Rupees _____ only), within five (5) calendar days of receipt of a written

¹ To be issued by a Nationalised or Scheduled Bank in India

demand thereof from Corporation stating that the Vendor has failed to meet its obligations under the Operation and Management Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Vendor or validity of demand so made by Corporation and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Vendor or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

3. In order to give effect to this Guarantee, Corporation shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Operation and Management Agreement or other documents or by the extension of time for performance granted to the Vendor or postponement/non exercise / delayed exercise of any of its rights by Corporation or any indulgence shown by Corporation to the Vendor and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by Corporation or any indulgence shown by Corporation, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
4. This Guarantee shall be irrevocable and shall remain in full force and effect until _____² unless discharged / released earlier by Corporation in accordance with the provisions of the Operation and Management Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs. _____/- (Rupees _____ Only).
5. This Guarantee shall not be affected by any change in the constitution or winding up of the Vendor / the Guarantor or any absorption, merger or amalgamation of the Vendor / the Guarantor with any other Person.
6. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____ .

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.
SIGNED AND DELIVERED

by _____ Bank

by the hand of Shri _____

its _____ and authorised official.

_____ from the date of signing the Agreement

Schedule II. Components of GIS Application & Mobile Application

The vendor is responsible to provide following components:

1. Web based GIS software application.
2. Mobile Application for capturing the census information on the field.
3. Mobile devices required by the mobile application for the surveying persons.
4. GPS, GPRS connectivity required for the mobile devices
5. Maintenance and upkeep of the software, mobile application and mobile devices.

The vendor should provide a mobile application and a web based GIS application for Tree Census management.

The mobile application shall have following features:

- The application shall capture photo of the tree with the mobile device.
- It will associate GPS location with the image and will have a form for census.
- The vendor will feed the data related to the tree using the same application.
- The application shall upload the information on the web GIS application for PCMC.

The web GIS application shall have following functionality:

- Show tree census data on a GIS map.
- Provide all the information of the tree uploaded from the mobile application.
- Provide edit facility for users to update more information about the tree on the web.
- It will also provide Geometric analysis of the tree census.
- It will also have MIS and GIS reports and analysis module.

The web based GIS application shall have following common architecture practices.

- Role based access control
- Notification
- Audit Trail
- Open source based technologies
- Web Browser: W3C (World Wide Web Compliant)
- All GIS interfaces should be OGC compliant.
- Mobile based android application for tree survey and data collection.
- Tree based botanical database building to make data more information rich.
- Variety of officer/ user centric dashboards for monitoring and reviews.
- Incorporate the thematic maps

The above application should integrate seamlessly into PCMC's e-Governance modules and shall use the same technology framework to ensure best practices.

Schedule III. Formats of Census Information

1. Ward wise Tree distribution in Prabhag

Table 1: Count of trees in A/B/C/D Prabhag according to tree type

Sr. No	Name of Tree (Common Name)	Ward No				Total No. of Trees
		1	2	26	
	Total					

Note: This table shall be prepared for each Prabhag of PCMC

2. Land ownership wise Tree distribution in Ward

Table 2: Count of tree types in ward no. x or y or z according to the Land Ownership

Sr. No	Name of Tree (Common Name)	Land Ownership							Total
		Central Government	State Government	Industrial	Gardens	Roads	Private Land	Others	
	Total								

Note: The information needs to be provided for each Ward of PCMC

3. Land ownership wise tree distribution in Prabhag

Table 3: Count of tree types in AB/C/D Prabhag according to Land Ownership

Sr. No	Name of Tree (Common Name)	Land Ownership							Total
		Central Government	State Government	Industrial	Gardens	Roads	Private Land	Others	
	Total								

Note: The information needs to be provided for each Prabhag of PCMC

4. Ward wise Tree Classification

Table 4: Classification of Tree in x or y or z Ward

Sr. No.	Name of Tree (Common Name)	Carbon Sequestration Capacity (Ht 4 mtr or standard height)	Category of tree			Total
			Fruit	Ornamental	Others (Pls Specify)	
	Total					

Note: The details needs to be provided for each Ward of PCMC

5. Prabhag wise Tree Classification

Table 5: Classification of Tree in A/B/C/D Prabhag

Sr. No.	Name of Tree (Common Name)	Carbon Sequestration Capacity (Ht 4 mtr or standard height)	Category of tree			Total
			Fruit	Ornamental	Others (Pls Specify)	
	Total					

Note: The details needs to be provided for each Prabhag of PCMC

6. Prabhag wise List of trees with Botanical Name

Table 6 : Botanical details of Trees

Sr. No.	Name of Tree (Common Name)	Botanical Name	Family	Importance according to Carbon Sequestration Capacity in the Grade Scale of 1 to 100	Total

Note: The details needs to be provided for each Prabhag of PCMC

7. Tree Details

Table 7: Ward wise Details of Census Trees

Sr. No.	Name of Tree (Common Name)	GIS Coordinates	Tree Stem or trunk Girth (Cm)	Tree Height (Meter)	Tree Age	Tree Condition (Protection required for Survival or Tree can survive naturally)	Importance according to Carbon Sequestration Capacity in the Grade Scale of 1 to 100

Note: Details need to be provided for each Census tree for each Ward of PCMC

8. Ward wise tree with uses

Table 8: Uses of tree in Ward No x or y or z of PCMC

Sr. No.	Name of Tree (Common Name)	Aesthetic Use	Cultural Use	Ecological Use	Economic Use	Importance according to Carbon Sequestration Capacity in the Grade Scale of 1 to 100	Total

Note: Details need to be provided for each Ward of PCMC

Schedule IV. Requirement for Plantation

1. Need for additional Plantation in Ward

Table 9: Ward wise Plantation Requirement

Sr. No.	No. of trees Required as per Norms	No. of existing tree	Gap in tree plantation	Is there a scope of Plantation (Public Open Land - Yes/No)

Note: Details need to be provided for each Ward of PCMC

2. Suggestions on type of tree plantation

Table 10: Top 20 trees suggested for Plantation in Ward No.

Sr. No.	Name of Tree (Common Name)	Aesthetic Value in the Grade Scale of 1 to 100	Cultural Value in the Grade Scale of 1 to 100	Economic Value in the Grade Scale of 1 to 100	Carbon Sequestration Capacity in the Grade Scale of 1 to 100	Cost of Plantation in Grade Scale of 1 to 100	Natural Survival Capacity of tree in PCMC atmosphere	No. of Trees to be planted to meet Act standard norms

Note: Details need to be provided for each Ward of PCMC. Note: Allergic plants should not be recommended.

3. Need for Plantation requirement in Prabhag

Table 11: Plantation Requirement in A/B/C/D Prabhag

Sr. No.	No. of trees Required as Norms	No. of existing tree	Gap in tree plantation	Is there a scope of Plantation (Public Open Land - Yes/No)

Note: Details need to be provided for each Prabhag of PCMC

4. Suggestions on type of tree plantation in Prabhag

Table 12: Prabhag wise planting suggestion

Sr. No.	Name of Tree (Common Name)	Aesthetic Value in the Grade Scale of 1 to 100	Cultural Value in the Grade Scale of 1 to 100	Economic Value in the Grade Scale of 1 to 100	Carbon Sequestration Capacity in the Grade Scale of 1 to 100	Cost of Plantation in Grade Scale of 1 to 100	Natural Survival Capacity of tree in PCMC atmosphere (High/ Moderate/ Low)	No. of Trees to be planted to meet Act standard norms

Note: Details need to be provided for each Prabhag of PCMC. Note: Allergic plants should not be recommended.

5. Top 50 Natural Survival (High/Moderate) tree for PCMC

Table 13: Suggestive Natural Survival Trees for PCMC

Sr. No.	Name of Tree (Common Name)	Natural Survival Capacity of tree in PCMC atmosphere (High/Moderate)	Aesthetic Value in the Grade Scale of 1 to 100	Cultural Value in the Grade Scale of 1 to 100	Economic Value in the Grade Scale of 1 to 100	Cabon Sequestration Capacity in the Grade Scale of 1 to 100	Cost of Plantation in Grade Scale of 1 to 100

Note: Allergic plants should not be recommended.

6. Top 50 High Cabon Sequestration Capacity tree for PCMC

Table 14: Suggestive High Carbon Sequestration Capacity tree for plantation

Sr. No.	Name of Tree (Common Name)	Cabon Sequestration Capacity in the Grade Scale of 1 to 100	Natural Survival Capacity of tree in PCMC atmosphere (High/Moderate)	Aesthetic Value in the Grade Scale of 1 to 100	Cultural Value in the Grade Scale of 1 to 100	Economic Value in the Grade Scale of 1 to 100	Cost of Plantation in Grade Scale of 1 to 100

Note: Allergic plants should not be recommended.