



**OFFICE OF THE COMMISSIONER  
GUWAHATI MUNICIPAL CORPORATION  
PANBAZAR, GUWAHATI- 1**

No. GCS/NURM/235/11/Pt-II/

Date: 26/02/2016

Re-tender of Request for Proposal for Data Center of Web-based Software Solutions

Guwahati Municipal Corporation (GMC) invites Proposal from reputed and established Software Companies/IT firms for Data Center of web-based software solutions-

- a) Unicode Compliant Bilingual (English/Assamese) Official Website for GMC.
- b) Upgradation of the existing Online Property Tax System.
- c) Online Trade License System.
- d) Online Birth and Death Certificate Registration System.
- e) Human Resource Management System (HRMS).
- f) Public Grievance Redressal System.
- g) Online Building Permission System.
- h) Any other E-governance software developed by GMC.

Last date of submission of Proposal is extended to 29/02/2016.

**Sd /-**

**Commissioner  
Guwahati Municipal Corporation  
Panbazar, Guwahati- 1**

Memo No. GCS/NURM/235/11/Pt-II/

-A-

Date: - 26 / 02 /2016

Copy to: -

1. The Principal Secretary to the Govt. of Assam, GDD for favour of kind information.
2. Shri K. G. Bhuyan, Joint Secretary to the Govt. of Assam, GDD for information.
3. The Addl. Commissioner, GMC for information.
4. The MS, GMC for the kind appraisal of the Hon'ble Mayor, GMC and the members, Mayor-in-Council, GMC.
5. The Chief Engineer, GMC for information.
6. The Chief Accounts & Audit Officer, GMC for information.
7. The Managing Director, AMTRON for information.
8. M/S Exclusive Advertising Pvt. Ltd. for publication of the notice in one issue of The Times of India, The Assam Tribune, Amar Asom.

**Sd/-**

**Commissioner  
Guwahati Municipal Corporation  
Panbazar, Guwahati- 1**

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**Re- Tender of Request for Proposal (RfP)  
for  
Data Center  
for hosting of  
Web Based Software Solutions**

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**Guwahati Municipal Corporation,  
Panbazar, Guwahati- 1**

### **Disclaimer**

The information contained in this Request for Proposal (RfP) document or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of Guwahati Municipal Corporation (GMC) or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RfP document and such other terms and conditions subject to which such information is provided.

This RfP document is not an agreement or an offer by GMC to the prospective Bidders or any other person. The purpose of this RfP document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RfP document. This RfP document includes statements, which reflect various assumptions and assessments arrived at by GMC in relation to the proposed Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RfP document may not be appropriate for all persons, and it is not possible for GMC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RfP document. The assumptions, assessments, statements and information contained in this RfP document, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RfP document and obtain independent advice from appropriate sources.

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

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

GMC also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RfP document.

GMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RfP document.

The issue of this RfP document does not imply that GMC is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the proposed Assignment and GMC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

## 1. Background

Guwahati Municipal Corporation (GMC) is the urban local body responsible for providing basic civic amenities to the citizens and developing and managing Guwahati. It has jurisdiction over an area of 216.79 km<sup>2</sup> of Guwahati city. The entire GMC area is divided into 31 Municipal Wards and each Municipal Ward is further divided into 2 to 4 Area Sabhas. Presently, there are 90 Area Sabhas in GMC area. For property tax and trade license purpose, the GMC area is divided into 6 zones. Each zone consists of 4, 5 or 7 wards. GMC works under Guwahati Development Department, Assam.

With a view to enhance service delivery and automation of activities, GMC intends to launch the following web-based software solutions-

- a) Unicode Compliant Bilingual (English/Assamese) Official Website for GMC.
- b) Upgradation of the existing Online Property Tax System.
- c) Online Trade License System.
- d) Online Birth and Death Certificate Registration System.
- e) Human Resource Management System (HRMS).
- f) Public Grievance Redressal System.
- g) Online Building Permission System.
- h) Or any other Software to be developed by GMC.

For the hosting of the above mentioned web based software solutions, Proposals are invited from reputed and established Data Center Companies/Firms.

## 2. Important Dates

Date of downloading of RfP document	26/ 02 /2016 onwards
Last Date and Time for submission of Proposal	29 / 02/2016 upto 2 PM
Date, Time & Venue of Technical Bid Opening	29/ 02/2016 at 3 PM Venue: Conference Hall, GMC, Panbazar, Guwahati-1
Address for Communication	The Commissioner, Guwahati Municipal Corporation, Panbazar, Guwahati- 781001, Assam

### Note:

- a. In the event of any date indicated above is a declared holiday, the next working day shall become operative for the respective purpose mentioned herein.
- b. RfP documents can only be downloaded from GMC website [www.gmcportal.in](http://www.gmcportal.in). RfP documents will not be sold at GMC counter.

### 3. SCOPE Of Work

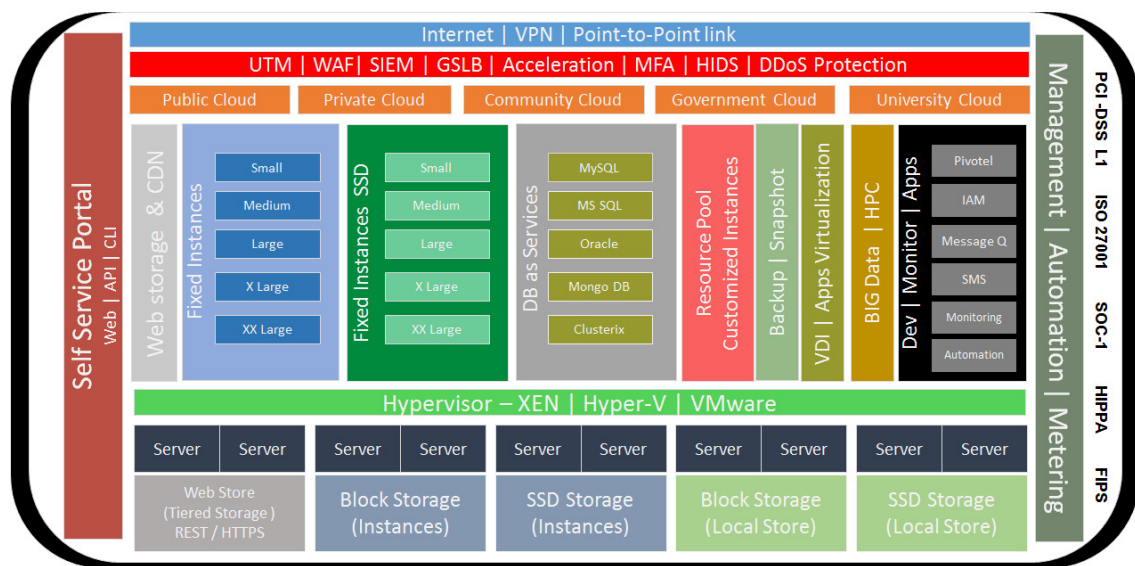
A. General:

i. **Cloud Reference Features:**

At a minimum, the cloud should provide the following capabilities:

- a. Scalability
- b. Availability
- c. Security and Confidentiality
- d. Management

The cloud should be based on open architecture as depicted below:



a. **Scalability**

(a) Scalable Compute Instances

- Provision for selecting pre-configured instances
- Different instances categorised as RAM intensive, IO intensive instances
- Ability to add additional storage to the instances
- Load balancer integration for auto-scale functions

(b) SingleOrchestration layer with Multi Hypervisor Native Integration such as

- Microsoft SCVMM with Hyper - V Instances
- V-centre VMWare Instances
- Oracle OVM
- Parallels

- OpenKVM
- (c) Persistent Block Storage
  - SSD Storage (High IOPS)
  - Provisioned IOPS Storage (SAS)
  - SAS Storage (Mid IOPS)
  - Snapshot functionality
- (d) Cloud Storage
  - Object Storage – REST API / REST WEB GUI
  - Archival Storage (Lowest tiered)
- (e) Network and Connectivity
  - Integrated Internet with bandwidth on demand
  - IPv4 and IPv6 support
  - Integrated Content Distribution Network with atleast 10 POPs in India
  - Terminate MPLS and Leased Lines (Cross Connect)
- (f) OS Build
  - Linux (32 / 64 Bit) – CentOS, RHEL, SUSE, Ubuntu
  - Open Solaris
  - Windows (32 / 64 Bit) – Windows 2008 and 2012 Std and DC Edition
- (g) Imaging Services
  - Creation of custom virtual server images – Golden Templates
  - Client to create and share the custom virtual server images
  - Option for Public / Private for custom server images
  - Image Template Creation (Import / export) – VMWare, Hyper-V, XEN, AMI, Open Source
- (h) Database as services for custom and cots applications
  - MySQL
  - Postgres
  - Microsoft SQL -- 2008 above Editions
  - Oracle
  - Database as service
  - Schema as service
  - Mongo – DB
  - Scale-out DB
- (i) Big Data Instance Provisioning

- Hadoop services
- MongoDB Services
- Hosted workforce applications
  - Email as a service
  - web Chat as a service
  - Audio conference as a service
  - Video Conference as a service
  - Desktop as a Service

**b. Availability - Self-Healing and Resilient Infrastructure**

(a) 4 Copies of each data

- 2 Copies in primary data center with synchronous replication
- 3<sup>rd</sup> copy in a different seismic zone with asynchronous replication with user defined parameters
- 4<sup>th</sup> backup in near site with user defined parameters

(b) Automated Network failover using global load balancing

- Auto Scale using Layer 7 Load Balancer with sticky bits
- DR as a Service GUI
  - Monitor & Manage Availability end-to-end from the perspective of Business Availability, Processes, People and the Facilities.
  - Fully Customizable Orchestration for Application / DB recovery over Cloud/Enterprise DR.
  - Automated end-to-end Application Recovery incase of DR in a single click.
  - Agent Less/Script -less Product Manages/Automates Databases, Applications, Network and Change Management for a Heterogeneous Environments of an Enterprise.
  - DNS and Firewall Integration and Automation
  - SMS integrated Business Availability plans with mustering and testing

**c. Security and Confidentiality**

- (a) Virtual Firewall
- (b) Federated Single Signon with Identity as a Service
- (c) One Time Passwords
- (d) Multi-Factor Authentication
- (e) Log Analyzer
- (f) Host based Intrusion Detection System
- (g) Security Incident and Event Management
- (h) Integrated Vulnerability Assessment

- (i) Internet DDoS Protection as a service
- (j) Private Virtual Private Zones
- (k) Web Application Filter for OWASP Top 10 protection as a service
- (l) Encrypted VM
  - i. Integration with Certificate Authorities
  - ii. Support for Hardware Security Modules
  - iii. Integration of SSL certificates

#### **d. Management**

- (a) Provide a single Management Console
  - o Self Service portal development
  - o Automation & Orchestration
  - o Capacity Management
  - o Life Cycle Management
  - o Product Catalogue Management
  - o Monitoring and Reporting
  - o Helpdesk Management
  - o Single view of subscribed Infrastructure
  - o Consolidated view of the availability, integrity and consistency of the Web/App/DB tiers
- (b) User Profile and Permission (RBAC) with the ability to define IT Management, Billing and management roles
- (c) Portal web Access management with out of the band federated Single Sign on with SMS based OTP
- (d) Integrated Assest management and trouble ticketing with SMS integration
- (e) Ticket based support system with priority based SLA and SLM
- (f) Billing hourly, monthly
- (g) Centralized Monitoring & Management and Reporting with support for all enterprise and open platforms
  - o Alerts on event threshold and policy based actions upon deviations.
  - o Internet Data Transfer
  - o Virtual Instances (vCPU, vMemory, Storage and Network Port)
  - o Storage Volume (Read/Write and IOPS)
  - o Load balancer (Latency, Sum Requests, HTTP 4XXs, 5XXs, 2XXs)
  - o Hadoop (HDFS, Node and Job trackers)
  - o Application Services (IIS, TomCat, JBOSS, Websphere, Glassfish, Oracle Ebiz, SAP, etc)



- Database Monitoring (Database Monitoring: - Oracle, MySQL, MSSQL Server, DB2, Sybase, PostgreSQL, Memcached, Database Query Monitor, MongoDB, Cassandra, Redis server)

**ii. Automated DRAAS (DR as a Service) Features:**

- Mitigates and drastically reduces DR operational risks at a favourable price-point
- Provides real-time visibility of Production and DR environment to Business through Executive dashboard
- Enables proactive-metric driven decision making while invoking DR
- Agentless architecture for easy and hassle-free deployment
- Verifies business Availability with simplified DR related tests, even without involving Production downtime
- Automates real-time failover and fallback procedures; Switchover and Switchback procedures.
- Parallel processing of recovery workflows, for achieving better RTO.
- Split-brain execution during DR invocation in a distributed model at DR to avoid single-point of failure.
- Fully integrated with Virtualized Environments
- Optimizes replication between Production and DR sites
- Ensures the availability, integrity and consistency of the Web/App/DB tiers
- Identifies deviations and raises alerts to prompt the administrator to take action
- Offers a holistic view of complex heterogeneous IT environment
- Helps reduce the bandwidth and storage requirements
- Business growth and agility is dramatically improved
- Alerts on event threshold and policy based actions upon deviations.
- Central Management console for automated DR drills, Application start/stop activities, etc.
- Pre-flight checks for DR drill activities.
- Dynamic UI based multi format reports exportable in popular reporting engines.
- Built-in Enterprise cross-platform file based replicator.
- Application centric disaster recovery management
- Ease of access through Remote management
- Role based user access Management in secured way

## B. SOLUTION SPECIFIC

S.No.	Specification Required	Application server	DB server
1	Operating system:	Linux	Linux
2	vCPU:	8 Core 3 Ghz Intel Xeon	16 Core 3 Ghz Intel Xeon
3	RAM:	16 GB	32 GB
4	Storage space:	1 TB - HDD	3 TB - HDD with high capacity I/o
5	expected traffic for the website and application portal	29 GB/Daily for 25000 visit/day	
6	required network bandwidth	10 Mbps (1:1) dedicated	

\*The above technical requirements are subject to scalability factor in future, the bidders are requested to bid per unit scalable component separately.

\* The selected bidder shall create separate user accounts and passwords for web/software hosting and allocate necessary space with required configurations within the specification to the vendors appointed by GMC as and when required.

NB: The bid for scalable components would remain unchanged during the tenure of the contract. The client will intimate the requirements of additional scalable components in written as and when required to the vendor and billing of the same would be placed by the vendor additionally with the amount as per initial payment terms for scalable components. Any technical work arisen to meet the scalability requirements will be upon the appointed vendor.

### 4. **Cloud and Provider Qualifications:**

#### i. Organisation Data:

- a. Should be incorporated under India Companies Act
- b. Should have defined its business intent to include Datacenter and related services as part of its articles of association
- c. Should be established minimum 6 years as on 1st April 2015 and profit making for last 3 yrs.
- d. Should not have been blacklisted by any Govt/Banks or PSU's
- e. Should have a business accrual from Datacenter related services in balance sheet of last 3 yrs as following:
  - i. FY 2011-2012 > INR 50 Crore
  - ii. FY 2012 – 2013 > INR 75 Crore
  - iii. FY 2013-2014 > INR 100 crore

#### ii. Requirement Specific Data

- a. Should own and operate at least 2 Data centres in India with a min capacity of 500 racks being operational at each location
- b. The datacentres should have been operational with min 5 clients at each location having a contract value > 1 cr Annual Recurring revenue and atleast 1 yr or above in existence
- c. There should be min 10 clients which are from Govt/PSU or nationalised banks
- d. Should have a Public Cloud pay-as-you go model offering for IAAS for the last 2 yrs with min 50 clients and provide the proof of the same
- e. Should have a Private Cloud offering for IAAS and min 10 customers of repute from the top 1000 companies worldwide or top 100 companies in India

iii. Quality Related data

- a. The datacentres should have a capability to provide 99.985% or above uptime and should be Tier3 or above certified under TIA 942 or Uptime certifications by a 3<sup>rd</sup> party
- b. The datacentres should have the necessary security Managements and certified for ISO 27001 at all locations
- c. The NOC should be part of data centers and the managed services quality should be certified for ISO 20000:1
- d. The provider should be certified for ISO 22301: Business Availability and Disaster Recovery
- e. The Datacenter provider is desirable to provide service assurance and effectiveness of Managements as per SSAE 16 guidelines and provide SSAE 3402 certifications
- f. The specific cloud provided to the requirement should be certified for **Cloud Security Alliance Standards** within 6 months of its go live date
- g. The cloud provider should adhere to the ever evolving stringent guidelines as defined by CERT-IN, e-gov standards and DIETY and should agree to undergo onsite engineering and security 3<sup>rd</sup> party audits mutually agreed and appointed by the end customer

5. **Contractual & Payment Terms**

- i. Type of services: The cloud will IAAS and the responsibility of the cloud provider will be:
  - a. Management – Monitoring, metering, portal, etc
  - b. Security and Confidentiality– Physical and logical security
  - c. Availability – 4 copies of data including backup and archive and DR runbook automation
  - d. Scalability at Infrastructure level as per the app and db requirements

Whereas the ISV provider will encode the business logic and responsible for the applications and databases and integration the developed application for the framework of IAAS provider

- ii. Validity of agreement: 5 years subject to satisfactory performance of the vendor
- iii. Payment Terms: All billing cycle would start from the date of contract. The payment will be made post quarterly basis equally divided each quarter to the total cost of the selected bid. TDS will be deducted as per norms.
- iv. Exit Management: with 1 qtr advance notice mutually. Final payment of the final quarter will be on hold until all necessary formalities of handing over is completed and same is intimated in written by the concerned official of the GMC or any new vendor appointed by GMC during the transition period.
- v. Asset Ownership: IAAS related with Cloud provider while app/DB and user related with the end client
- vi. Data Transfer: In this event, the onus of IAAS is to migrate the data to the new environment created by the ISV on alternate service provider and certify the data destruction to the ISV as per stipulations
- vii. Liability: The liability is as defined in IT Act 2000 and amendments thereof as defined for the intermediary
- viii. Audit: As per quality related data mentioned in the document

#### 6. **Bid Processing Fee**

Bidders are required to submit a non-refundable bid processing fee of Rs. 10,000.00 (Ten Thousands Only) in the form of a demand draft drawn from a Nationalized/Scheduled bank located in India in favour of the Commissioner, Guwahati Municipal Corporation payable at Guwahati.

#### 7. **Earnest Money Deposit (EMD)**

Bidders shall submit along with the Proposal an EMD of Rs. 2,00,000.00 (Two Lacs only) in the form of demand draft drawn from a Nationalized/Scheduled bank located in India in favour of the Commissioner, Guwahati Municipal Corporation payable at Guwahati. The EMD of unsuccessful Bidders will be returned without any interest as promptly as possible on acceptance of the bid of the selected Bidder or when the bidding process is cancelled by GMC.

The EMD may be forfeited:

- If a Bidder withdraws its bid during the period of bid validity.
- In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this RfP document.

8. **Performance Bank Guarantee**

The selected Bidder shall have to furnish performance security by way of an irrevocable bank guarantee, issued by a nationalized/scheduled bank located in India in favour of the Commissioner, Guwahati Municipal Corporation for an amount calculated @ 4.0% (Four Percent) of the

8.1 Total project cost (including service taxes/VAT) within 15 (Fifteen) days from the date of issue of LoI. The Performance bank guarantee should be valid till the expiry of warranty period for the solution which will go live at last.

8.2 Total maintenance cost for **4 (four)** years after expiry of warranty period. The Performance bank guarantee should be valid for 5 (Five) years.

9. **Contract Agreement**

The selected Bidder will be issued a Letter of Intent (LoI) prior to signing a contract agreement with GMC. The contract agreement will have to be signed by the selected Bidder within the stipulated time mentioned in the LoI.

10. **Right to amend document**

GMC reserves right to modify the RfP document through addendum/corrigendum, any time prior to the last date for submission of Proposal which will be uploaded in the GMC website only from time to time, not to be floated in any newspaper. In order to provide prospective Bidders reasonable time to respond to the modifications, GMC may, at its sole discretion, extend the last date for submission of bids.

11. **Right to accept or reject bids**

GMC reserves right to accept or reject any or all bids without assigning any reasons whatsoever. The decision of GMC in this regard will be final.

12. **Number of Proposals**

No Bidder shall submit more than one Proposal for the proposed work.

13. **Currency**

The Bidders shall express the price of their Assignment / Job in Indian Rupees only. All payments will be made in Indian Rupees only.

14. **Due diligence**

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms, guidelines and specifications in this RfP document. The Proposal should be precise, complete and in the prescribed format as per the requirement of the RfP document. Failure to furnish all information required by the RfP document or submission of Proposal not responsive to the RfP document in every respect will be at the Bidder's risk and may result in rejection of Proposal. GMC shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder.

15. **Cost of bidding**

The Bidder shall bear all costs associated with the preparation and submission of its Proposal and GMC shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**16. Period of Validity**

16.1 Proposals shall remain valid for 180 (One hundred and eighty) days after the last date of submission of bids. GMC holds the right to reject a Proposal valid for a period shorter than 180 days as nonresponsive, without any correspondence.

16.2 In exceptional circumstances, GMC may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional. EMD provided may also be mutually extended. A Bidder may refuse the request without forfeiting the EMD. A Bidder granting extension of validity will not be permitted to modify his Proposal.

**17. Time of Completion**

The live hosting of all the web based software solutions available at the meantime shall be completed by the selected Bidder within 48 (Forty Eight) hours from the date of signing the contract agreement.

**18. Delay in Completion of Work**

In case of any delay by the selected Bidder to complete the work in the scheduled time, GMC will serve show cause notice to it. Depending on the reply of the selected Bidder and subsequent enquiry regarding the matter, GMC may extend the time period for the proposed work or impose a penalty on the selected Bidder or terminate the contract which it deems fit.

**19. Termination of Contract**

GMC reserves the right to terminate the agreement with the selected Bidder at any stage in case of breach of any of the terms and conditions by the selected Bidder or in case their performance is not found satisfactory. GMC shall be entitled to terminate the agreement in case of any neglect or lapse on the part of the selected Bidder. A notice period of 30 (Thirty) days shall be given to the selected Bidder in case GMC decides to terminate the contract.

**20. Sub Contracting**

Any part of the Assignment as per the scope of work mentioned in the RfP document shall not be outsourced to a third party without the consent of the Authority in writing. The Authority may allow or disallow sub contracting of a part of the Assignment depending upon the justification in writing.

**21. Indemnity**

The selected Bidder shall have to indemnify GMC against any loss/expenditure incurred or any disputes/claims from anybody for having used/using patented design. Any patented design shall be under manufacturer's license agreements and a copy of such agreement authorizing the selected Bidder to manufacture the patented designs shall be given to GMC.

**22. Date of Reckoning**

The experience of the Bidders and their key professionals should be reckoned from the last date of submission of Proposal for proposed work of GMC

**23. Authentication of Proposal**

The Proposal shall be signed on each page by a person or persons duly authorized by the Bidder. A Power-of-Attorney certificate in stamp paper of Rs 100.00 (One Hundred Only) shall be provided with the Proposal.

**24. Language of Proposal**

The language of Proposal, all related correspondence and supporting documents should be written only in English. In case language of any document submitted is other than English, a translated English version duly certified by competent authority should be submitted.

**25. Validation of Interlineations in Proposal**

Any interlineations, erasures, alterations, overwriting, additions shall be valid only if the person or persons signing the Proposal have authenticated the same with signature.

**26. Sealing and Marking of Proposal**

The envelopes for the technical bid and the financial bid shall be placed in a sealed outer envelope clearly marked as **"Proposal for Data Center for Hosting of Web based Software Solutions"**. If the outer envelope is not sealed and marked as required, GMC will assume no responsibility for the Proposal's misplacement or premature opening.

**27. Address for Proposal submission**

The Proposal complete in all respect should be submitted to the following address-

The Commissioner, Guwahati Municipal Corporation, Panbazar, Guwahati- 781001, Assam

**28. Rejection of Proposal**

Proposals, incomplete in any respect or received without drafts for cost of RfP document or EMD or received after due date and time will be summarily rejected.

**29. Arbitration :** The procedure for arbitration will be as follows:

- a) In case of Dispute or differences arising between the GMC and agency resulting to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed and the Arbitral Tribunal consisting 3 arbitrator one each appointed by the GMC and agency and the third arbitrator to be chosen by the two Arbitrators so appointed by the parties to act as Presiding Arbitrator shall be considered. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed jointly by the GMC and agency.
- b) Arbitration proceedings shall be held in Guwahati, and the language of the Arbitration proceedings and that of all documents and communications between the parties shall be in English.
- c) The decision of majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by its party itself.
- d) Performance under the contract shall continue during the arbitration proceedings and payments due to the agency by the GMC shall not be withheld, unless they are subject matter of the arbitration proceedings.

The venue of arbitration proceeding shall be at Guwahati (Assam) only.

### 30. **Submission of Work Plan**

Bidders need to submit its work plan for the approach and methodology to be adopted in carrying out the proposed assignment as a part of the technical bid. The work Plan should contain all the technical specifications, workflow, process flow, interaction among modules, implementation strategy, maintenance procedure etc.

### 31. **Intellectual Property Right**

The solutions to be developed/maintained by the selected Bidder will be the intellectual property of GMC. The selected Bidder will have to hand over source code, compiled version, executables, database design & structure, database information, metadata etc. and entire documentations prepared for requirement analysis, design, development, hosting, testing, maintenance and implementation to GMC. All user manuals, installation guides, system administration manual etc. should be submitted to GMC. The necessary softwares and licenses required for maintenance of the solutions shall also to be submitted to GMC by the selected Bidder.

### 32. **Penalty for default**

If the Bidder does not handover Data Centre space as per the above delivery schedule, or such authorized extension of delivery schedule as may be permitted in writing by GMC, a penalty @ 5% of the total value of the Purchase Order for each week's delay to a maximum of 20% of the total value of the Purchase Order shall be recovered by GMC for delayed deliveries, without prejudice to any other right or remedy available under the Purchase Order.

In the case of delay in compliance with the order beyond 30 days of the stipulated time of delivery period, GMC will have the right to cancel the order.

In case of any damages to equipment installed by GMC on account of power failure, security services failures or any other act by Bidder's officials or agents, GMC may levy penalty as per actual damage accessed by GMC, limited to contract value.

### 33. **Service Level and Penalty**

Successful Bidder shall guarantee Data Centre Uptime of 99.982% per year. If downtime of Data Centre services goes below 99.982% annually, a penalty of INR 3,000.00 for each 0.01% downtime below 99.982% will be charged. Uptime of 99.982% will be tracked on monthly basis. However penalty will be calculated for annual uptime calculation and will be deducted from the last quarter payments. Third party auditing authority appointed for calculating the uptime of the server based on the mutual consent of both parties

### 34. **Warranty**

The selected Bidder will have to provide 1 year on-site warranty on the solutions starting from the date of live implementation of the solutions. During warranty period the following activities will have to be carried out by the selected Bidder-

34.1 **New Development and Enhancements:** New features or modifications or customization as required by GMC or due to policy changes.

34.2 **Bug-Fixes and End-User Problem Resolution:** Based on the issues reported by end users, the bugs/defects and end user's problems should be resolved as required by GMC.

34.3 **Configuration Management and Version Control:** As the application undergoes enhancements and modifications due to problem requests, defect fixes and change requests, it becomes increasingly important to keep the source code under version control and the system under configuration management. Selected Bidder shall in ensuring that a



copy of the production environment is backed up and stored in the repository before the new / modified components are copied to Production.

34.4 **Release Management:** As part of the release management, the selected Bidder shall perform the following activities-

- Group the related change requests, assess their development progress and accordingly prepare a schedule for their release.
- Prepare a detailed release plan for every release. This plan should include the release number and date of release. It should also contain details about the change request to be released.

34.5 **Supports to Staff:** As and when required by GMC, the selected Bidder will have to provide onsite support to GMC staff.

**35. Maintenance**

Maintenance will start after the completion of warranty period. Maintenance should cover trouble shooting, removing bugs/errors and end user’s problem resolution. All upgrades / updates / new version releases will be provided during Maintenance period. The selected Bidder will ensure smooth functioning of the hosting of the software solutions during Maintenance through off-site/ onsite (as per requirement of GMC) support.

**36. Confidentiality**

The selected Bidder shall be responsible to maintain the confidentiality of data and any other information and make sure that information is not shared outside the GMC without the consent of the Commissioner, GMC. The required confidentiality agreement shall be signed by the selected Bidder.

**37. Presentation**

The Bidders shortlisted in the technical bid evaluation may be called for a presentation as per convenience of GMC at a short notice for evaluation purposes.

**38. Technical Evaluation Criteria (The proof of the criteria below need to be submitted)**

Sl. No.	Criteria	Technical Evaluation Parameters	Maximum Marks
1.	<b>Regulations</b>	Should be incorporated under India Companies Act	<b>1</b>
		Should have defined its business intent to include Data Center and related services as part of its articles of association	<b>2</b>
		Should not have been blacklisted by any Govt/Banks or PSU’s	<b>2</b>
2.	<b>Financial Strength</b>	Should have a business accrual from Datacenter related services in balance sheet of last 3 yrs as following:  i. FY 2011-2012 > INR 50 Crore ii. FY 2012 – 2013 > INR 75 Crore	<b>10</b>

		iii. FY 2013-2014 > INR 100 crore	
3.	<b>Bidder's Experience</b>	Should be established minimum 6 years as on 1st April 2015 and profit making for last 3 yrs	<b>5</b>
		Should own and operate at least 2 Data centres in India with a min capacity of 500 racks being operational at each location	<b>10</b>
		The Data Centres should have been operational with min 5 clients at each location having a contract value > 1 cr Annual Recurring revenue and at least 1 yr or above in existence	<b>10</b>
		There should be min 10 clients which are from Govt/PSU or nationalised banks	<b>10</b>
		Should have a Public Cloud pay-as-you go model offering for IAAS for the last 2 yrs with min 50 clients and provide the proof of the same	<b>10</b>
		Should have a Private Cloud offering for IAAS and min 10 customers of repute from the top 1000 companies worldwide or top 100 companies in India	<b>10</b>
4	<b>Technicalities and Certifications (Qualifications)</b>	1. The Data Centres should have a capability to provide 99.985% or above uptime and should be Tier 4 certified under TIA 942 or Uptime certifications by a 3 <sup>rd</sup> party	15 (maximum)  For Tier 4 15 marks
		2.The Data Centres should have a capability to provide 99.985% or above uptime and should be Tier 3 certified under TIA 942 or Uptime certifications by a 3 <sup>rd</sup> party	  For Tier 3 10 marks
		The Data Centres should have the necessary security Managements and certified for ISO 27001 at all locations	<b>2.5</b>
		The NOC should be part of data centers and the managed services quality should be certified for ISO 20000:1	<b>2.5</b>
		The provider should be certified for ISO 22301: Business Availability and Disaster Recovery	<b>2.5</b>
		The Datacenter provider is desirable to provide service assurance and effectiveness of Managements as per SSAE 16 guidelines	<b>2.5</b>

		and provide SSAE 3402 certifications	
		The selected bidder should have prior experience with specific cloud provided earlier to the clients that it is certified for <b>Cloud Security Alliance Standards.</b>	2.5
		The cloud provider should adhere to the ever evolving stringent guidelines as defined by CERT-IN, e-gov standards and DIETY and should agree to undergo onsite engineering and security 3 <sup>rd</sup> party audits mutually agreed and appointed by the end customer. The proof of adherence to the same needs to be provided	2.5

### 39. Evaluation and comparison of bids

Technical bid evaluation will be completed prior to any financial bid is being opened. Any condition of the Bidders sent along with the bids, if any, shall not be binding on GMC and liable to be rejected. Bids will be evaluated by an Evaluation Committee formed by the Authority.

Bids shall be evaluated on a Quality and Cost Based Selection (QCBS) basis. Bids shall be ranked according to their combined technical score (St) and financial score (Sf) using the formula (T = the weight given to the Technical bid = 70%; P = the weight given to the Financial bid = 30%; T + P = 100%): S (Final Score) = St x T + Sf x P. Contract will be awarded to the Bidder scoring highest Final Score (S).

39.1 **Technical Bid Evaluation:** Only those Bidders who have fulfilled the pre qualification criteria will be evaluated further. The cut-off marks for short-listing based on the technical evaluation is 70% of total marks. Based on the bid evaluation, only technically qualified Bidders scoring equal to or more than cut-off marks shall be short-listed for evaluating their financials bids. Consequent on evaluation, if less than two Bidders qualifies the technical evaluation, the authority at its discretion may relax the norms for technical evaluation.

39.2 **Financial Bid Evaluation:** Financial bids of only the short-listed Bidders shall be opened. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bids. Before opening of the Financial Bids, the list of prequalified Bids along with their technical scores will be read out. The lowest evaluated financial quote (Fm) will be given the maximum financial score of 100 (one hundred) points. The financial scores (Sf) of the other Financial Proposals will be computed as per the formula:  $Sf = 100 \times Fm/F$ , in which Sf is the financial score, Fm is the lowest financial quote and F is the financial quote under consideration. The rates mentioned in the financial bid are to be mentioned in words as well as in figures. In case of any deviation, the rate quoted in words will be accepted.

### 40. Submission of Bids

Interested Bidders are requested to submit the technical bid (Annexure-II) and financial bid (Annexure-VI) in two separate envelopes clearly marking as "Technical Bid" and "Financial Bid" on the respective envelopes. Both these envelopes are to be put inside an outer envelope as mentioned in clause 25. The demand draft for bid processing fee, demand draft for EMD and covering letter (Annexure-I) shall be the part of the technical bid.

Proposal complete in all respect is to be submitted to the address mentioned in clause 26.

### 41. Force Majeure

Neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation facilities, in each case, provided that (i) such event is outside the reasonable control of the affected party; (ii) the affected party provides prompt notice to the other party, stating the period of time the occurrence is expected to continue; and (iii) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Client may terminate this Agreement if a Force Majeure Event affecting System Integrator continues substantially uninterrupted for a period of 60 (sixty) days or more. Unless Client terminates this Agreement pursuant to the preceding sentence, all completion dates shall automatically be extended for a period up to the duration of the Force Majeure Event.

Covering Letter  
(On Bidder's letterhead)

FROM: (Full name and address of the Bidder)

.....  
.....  
.....

To

The Commissioner,  
Guwahati Municipal Corporation,  
Panbazar, Guwahati- 1, Assam

Sub: - Hosting of Web-based Software Solutions.

Ref: RfP No. GCS/NURM/235/11/Pt-II/

Dated

Sir,

We hereby submit our Proposal in full compliance with terms & conditions of the above referred RfP document. A copy of the RfP document, duly signed on each page is also submitted as a proof of our acceptance of all specifications as well as terms & Conditions. We have submitted the requisite amount of bid Processing fee and EMD in the form of Demand Drafts.

**Yours Faithfully,**

**Signature of the authorized signatory of the Bidder with name, designation, seal and date**

**Annexure-II****Technical bid**  
(On Bidder's letterhead)

<b>SL. No.</b>	<b>Particulars</b>	<b>Give details or mention page no. where attached</b>
1	Name of the Bidder	
2	Address, email id and telephone number of the registered office of the Bidder	
3	Name, designation, address, email id and mobile number of the contact person of the Bidder	
4	Bidder's office in Guwahati	Yes/No
5	Date of Incorporation	
6	Date of Commencement of Business	
7	Registration number of the Bidder (attach photocopy of registration certificate)	
8	PAN Number the Bidder (attach photocopy of PAN card)	
9	Tier Certification of the Bidder (attach photocopy)	
10	Certificate of power of attorney of the authorized signatory of the Bidder on stamp paper of value Rs. 100.00 (One Hundred Only)	
11	Experience of the Bidder in hosting of web based software solutions during last 5 (Five) years in the format at Annexure- III	
12	Curriculum Vitae (CV) of Key Professionals in the format at Annexure- V	
13	Work plan of the Bidder for the Assignment	
14	Certificate for not being blacklisted in the format at Annexure- IV	
15	Chartered Accountant certified Turnover only from hosting services provided by the Bidder during the last 3(Three) financial years with year wise beak up (attach certificate)	

**Signature of the authorized signatory of the Bidder with name, designation, seal and date**

**Annexure-III**

**Experience in hosting of Web-based Software Solutions**  
(On Bidder's letterhead)

**A. Completed Projects during the last five years (extra rows may be added if required):**

SL. No.	Name & Address of The client	Date of start Of the work	Date of Completion	Description of Work	Website Address	Cost of the Project in Indian Rupees
1.						
2.						
3.						
4.						

**B. Ongoing Projects during the last five years (extra rows may be added if required):**

SL. No.	Name & address of the Client	Date of Start of the work	Project Duration	Description of Work	Cost of the Project in Indian Rupees
1.					
2.					
3.					
4.					

**Note:** Please also note that the copies of work orders or satisfactory completion certificate from the clients shall be required to be submitted for all the above mentioned projects.

**Signature of the authorized signatory of the Bidder with name, designation, seal and date**

**Annexure-IV**

**Certificate for not being blacklisted**

(On Bidder's letterhead)

To

The Commissioner,  
Guwahati Municipal Corporation,  
Panbazar, Guwahati- 1

Date:

**Sub: Self Certification**

Sir,

I, the undersigned hereby certify that neither the M/s \_\_\_\_\_ nor any of its directors/constituent partners have been blacklisted by any State or Central Government or Government Undertaking / Enterprise, prior to the date of submission of this Proposal for the purpose of the design, development, hosting, testing, implementation and maintenance of software solutions for GMC.

The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by GMC with the intention of verifying the correctness of this statement or regarding the competence and general reputation as stated above.

**Yours faithfully,**

**Signature of the authorized signatory of the Bidder with name, designation, seal and date**



**Curriculum Vitae (CV) of Professional Personnel<sup>@</sup>**  
(On Bidder's letterhead)

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:  
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked

Name of Project	Description of responsibilities
-----------------	---------------------------------

**Certification:**

1. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

Place.....

**(Signature and name of the Professional Personnel)**

**(Signature and name of the authorised signatory of the Applicant)**

<sup>@</sup> Use separate Form for each Key Personnel.

**Financial Bid**  
(On Bidder's letterhead)

**Name of Work:** Hosting and maintenance of web-based software solutions.

**a. Hosting and Maintenance of web based software solutions.**

SL. No.	Particulars	Amount	Service tax/VAT	Total
1	Hosting, testing and maintenance with 1 year warranty			
2	Maintenance for additional 4 years			
Total				

**Total Project Cost =**

**Declaration:**

This is to certify that we before signing this job assignment have read and fully understood all the terms and conditions contained in the RfP document for hosting, testing, implementation and maintenance of Web-based Software Solutions in the Data Center for GMC and undertake ourselves to strictly abide by them.

**Signature of the authorized signatory of the Bidder with name, designation, seal and date**