REQUEST FOR PROPOSAL

FOR

QUALITY BASED SELECTION OF IT/SOFTWARE COMPANY TO PROVIDE SOFTWARE DEVELOPER UNDER THE CORPUS OF GUWAHATI MUNICIPAL CORPORATION

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OFFICE OF THE COMMISSIONER, GUWAHATI MUNICIPAL CORPORATION PANBAZAR, GUWAHATI-01

No:GCC/PMC/01/2020/3256

REQUEST FOR PROPOSAL

Date:-15/09/2020

The Commissioner, Guwahati Municipal Corporation invites proposals for Quality based selection of IT/Software company to provide software developer under the corpus of Guwahati Municipal Corporation, from reputed and experienced IT/Software Companies/firms. The Bid Document is to be submitted in sealed covers and addressed to the Commissioner,

Guwahati Municipal Corporation, Panbazar, Guwahati, Assam on or before 1400 hrs on <u>08/10/2020</u> and to be dropped in the designated tender box placed at the Office of the Commissioner, Guwahati Municipal Corporation, Pan Bazaar.

The detailed Bid document can be obtained only by downloading from the website http://gmcportal.in from <u>17/09/2020</u>. The bid processing fee for an amount of Rs. 1,000 (Rupees One Thousand) only shall have to be deposited by way of Demand Draft / Banker's Cheque drawn on any Nationalised/ Scheduled Bank in favour of Commissioner, Guwahati Municipal Corporation payable at Guwahati along with the Bid.

Other details can be seen in the Bid document.

Sd/-Commissioner Guwahati Municipal Corporation Guwahati Date:-15/09/2020

Memo No.: GCC/PMC/01/2020/3256 Copy forwarded to:

1) The Administrator, Guwahati Municipal Corporation for favour of kind information.

- 2) The Additional Commissioner, GMC for information.
- 3) The Collector, GMC for information.
- 4) The Chief Engineer, GMC for information.
- 5) Chief Accounts and Audit Officer, GMC for information.
- 6) The Associate Planner, GMC for information.
- 7) Superintending Engineer, Garage Branch, GMC for Information and necessary action.
- 8) The Deputy Commissioner of East Zone, West zone, Central zone, Dispur zone, South zone and Lokhra zone for information.

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- 9) The Director of Information and Public Relation, Assam, Lastgate, Dispur with a request to publish the notice in one Assamese daily, one English Daily and one Hindi Daily and submit the bill to the undersigned for necessary payment.
- 10) The Software Developer, Computer cell, for making arrangement of uploading the RfP in the GMC website.

Sd/-Commissioner, Guwahati Municipal Corporation, Guwahati

SCHEDULE OF EVENTS

SL. NO.	EVENT	DATE	VENUE
1	DATE FOR DOWNLOADING RfP FROM THE WEBSITE	17/09/2020 onwards	
2	LAST DATE FOR RECEIVING QUERRIES & COMMENTS	22/09/2020	OFFICE OF COMMISSIONER,
3	PRE-BID MEETING	23/09/2020 at 1400 Hrs	GUWAHATI MUNICIPAL
4	LAST DATE FOR SUBMISSION OF BID (PROPOSAL DUE DATE)	08/10/2020 upto 1400 Hrs	CORPORATION, PANBAZAR, GUWAHATI-01
5	OPENING OF TECHNICAL BID	08/10/2020 at 1430 Hrs	

- 1) If any date specified herein is a holiday, then the next working day will be considered for the activity and the time will remain the same.
- 2) The Schedule indicated above is tentative and GMC may change any or the entire schedule under intimation to all bidders.

QUALITY BASED SELECTION OF IT/SOFTWARE COMPANY TO PROVIDE SOFTWARE DEVELOPER UNDER THE CORPUS OF GUWAHATI MUNICIPAL CORPORATION

Background Guwahati Municipal Corporation (GMC) in its endeavour intends to Select IT/Software company to provide software developer under the corpus of Guwahati Municipal Corporation covering the following aspects:

- a. Quality based selection.
- b. To provide three(3) numbers of highly experience and qualified Software developer to Guwahati Municipal Corporation.
- c. To Provide One(1) Tech Lead of highly experience to Guwahati Municipal Corporation.
- d. To assist and develop software for the corpus of GMC in full time basis.
- e. The remuneration of the professional is fixed as per Annexure-4.

1.1 Introduction

- **1.1.1** The Authority invites proposals from interested IT/Software Companies/firms in order to provide Three(3) Software Developers to GMC.
- **1.1.2** The selection of Bidder shall be entirely on Quality based system.
- **1.1.3** Guwahati Municipal Corporation invites Bid proposal as per the specifications mentioned herein.
- **1.1.4** The Authority invites proposals from interested IT/Software Companies/firms for assisting the Corporation and to develop software through a transparent competitive bidding process in accordance with the procedure set out herein.
- 1.2 Sale of Document by downloading from the website <u>http://gmcportal.in</u> from<u>17/09/2020.</u> The bid processing fee for an amount of Rs. 1,000 (Rupees One Thousand) only shall have to be deposited by way of Demand Draft / Banker's Cheque drawn on any Nationalised/ Scheduled Bank in favour of Commissioner, Guwahati Municipal Corporation payable at Guwahati along with the Bid, failing which the bid will be out rightly rejected.

1.3 Validity of Proposal

The Proposal shall be valid for a period of not less than 365 days from the Proposal Due Date.GMC reserves the right to reject any bid which does not meet the requirement.

1.4 Brief description of the Selection Process

The Authority has adopted a Single Stage – One Round selection process (collectively the "Selection Process") in evaluating the Proposals comprising technical (prequalification) bids to be submitted in one sealed envelope.

Communications

All communications including the submission of Proposal should be addressed to:

The Commissioner,

Guwahati Municipal Corporation,

Guwahati

Phone: 0361-2540525, Fax: 0361-2631800

Email: guwahaticom@gmail.com

All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:Notice No.<u>GCC/PMC/01/2020/3256</u> QUALITY BASED SELECTION OF IT/SOFTWARE COMPANY TO PROVIDE SOFTWARE DEVELOPER UNDER THE CORPUS OF GUWAHATI MUNICIPAL CORPORATION Clarifications

- **1.4.1** Any Bidder requiring any clarification may notify the GMC in writing. Bidders should send in their written queries latest by the Last Date for Receiving Queries as given in the Schedule of Bidding Process. GMC will respond to any request for clarification as per the calendar of the event prior to the deadline for submission of Bids. GMC's response will be discussed in the pre-bid meeting.
- **1.4.2** To facilitate evaluation of Proposal, GMC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Notwithstanding anything contained in the Bid Document, GMC reserves the right not to take into consideration any such clarifications sought by it for evaluation of the Proposal and also reserves the right not to respond to any correspondence received from the Bidder after the Proposal Due Date.

1.5 Amendment of RFP

1.5.1 GMC may modify the Bid Document by issuing an addendum/ corrigendum before Proposal Due Date. Any addendum/ corrigendum thus issued shall be part

of this Bid Document and shall only be hosted on the official website of the GMC or will communicate in respective E- Mail id of the Bidders.

1.5.2 To give Bidders reasonable time in which to take addendum/ corrigendum into account in preparing their bids, GMC may, at its sole discretion, extend the Proposal Due Date and such extended date shall be notified by hosting on the official website or will communicate in respective E- Mail id of the Bidders.

1.6 Extension of Proposal Validity period

- **1.6.1** In exceptional circumstances, prior to expiry of the original Proposal Validity Period, GMC/ may request the Bidders to extend the period of validity for a specified additional period.
- **1.6.2** The request and the Bidders' responses shall be made in writing. GMC reserves the right to reject the Proposal submitted by any Bidder who fails to extend the period of validity of its Proposal in line with the provisions of this clause.

1.7 Bidders' Responsibilities

- **1.7.1** Each Bidder is expected to examine carefully the contents of all the documents provided and consisting of this Bid Document. Failure to comply with the requirements of this Bid document will be at the Bidders' own risk.
- **1.7.2** It would be deemed that prior to the submission of the Proposal, the Bidder has:
- **1.7.2.1** Made a complete and careful examination of requirements and other information set forth in this Bid document;
- 1.7.2.2 Received all such relevant information as it has requested from GMC; and
- **1.7.2.3** Made a complete and careful examination of the various aspects of the Project.GMC shall not be liable for any inadvertent mistake or error or neglect by the Bidder in respect of the above.
- **1.7.3** Each Bidder shall submit only 1 (one) bid in response to this RFP. Submission of more than 1 (one) bid by any Bidder shall be sufficient ground for disqualification of the Bidder.
- **1.7.4** No interpretation, revision, or other communication from GMC regarding this solicitation is valid unless in writing and signed by the competent authority from GMC.GMC reserves the right to reject any Bid which is not sealed and marked as instructed above and GMC will assume no responsibility for the misplacement or premature opening of the Bid which is not sealed and marked as instructed above.GMC reserves the right not to follow up this RFP and terminate the entire selection process without any obligation or liability to any of the Bidders, of any kind whatsoever.
- **1.7.5** The Bidder shall be responsible for all costs associated with the preparation of its Proposal and its participation in the Bidding Process. GMC will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

1.8 Late Proposals

Any Proposal received after the time and date of the Proposal Due Date shall not be accepted and summarily rejected.

1.9 Modifications / Substitution / Withdrawal of Proposals

A Bidder submitting its Bid prior to the Proposal Due Date may modify, substitute, or withdraw its Bid after submission, provided that written notice of the modification, substitution, or withdrawal is received by GMC before the Proposal Due Date. It is hereby clarified that no Proposal shall be modified, substituted or withdrawn by the Bidder after the Proposal Due Date.

1.10 Non-Discriminatory and Transparent Bidding Proceedings

GMC shall ensure that the rules for the bidding proceedings for the Project are applied in a non-discriminatory, transparent and objective manner. GMC shall not provide to any Bidder information with regard to the Project or the bidding proceedings, which may have the effect of restricting competition.

1.11 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process. GMC will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. GMC will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure which is required for the purposes of evaluation of the Proposals submitted by the Bidders.

1.12 Notification

The Selected Bidder would be declared and notified in writing by GMC. Letter of Intent (LOI) to the Selected Bidder shall be issued.

- 1.13 GMC's Right to accept or reject Proposal
- **1.13.1** GMC reserves the right to accept or reject any or all of the bids without assigning any reason and to take any measure as it may deem fit, including annulment of the Bidding Process, at any time prior to Issue of LOI, without liability or any obligation for such acceptance, rejection or annulment.
- **1.13.2** GMC reserves the right to invite fresh bids by issuing a fresh notice at any stage without liability or any obligation for such invitation and without assigning any reason.
- 1.13.3 GMC reserves the right to reject any Bid if:
- **1.13.3.1** At any time, a material misrepresentation is made or uncovered for a Bidder or any of its members; or
- **1.13.3.2** The Bidder does not respond promptly and thoroughly to requests for supplementary information required for the evaluation of the bid; or
- **1.13.3.3** The Bid is not accompanied by documents and annexure required to be submitted in accordance with this Bid document; or
- 1.13.3.4 Failure to comply with the requirements of the Bid document; or
- 1.13.3.5 Any Bid that is received after the Proposal Due Date; or
- **1.13.3.6** Any bid that is not accompanied by the Bid Processing Fee and/or Bid Security.
- **1.13.4** The above would lead to disqualification of the Bidder. If the Bidder is a consortium, then the entire consortium would be disqualified/ rejected. GMC reserves the right to take any such measure as may be deemed fit in the sole discretion of GMC, including annulment of the bidding process, inviting other Bidder(s) for negotiation, inviting all qualified Bidders for negotiations. Notwithstanding the above, GMC may debar / blacklist any of the Bidder(s) for their misleading or false representations in the forms, statements etc. for the period to be decided by GMC.
- **1.13.5** In case, the Selected Bidder fails to execute the Agreement within fifteen (15) days of issue of LOI, GMC reserves the right to invite the second eligible Bidder for discussions/negotiations or may also decide to annul the Bidding Process or may invite fresh bids for the work. In case the Selected Bidder fails to execute the Agreement within specified timelines or fails to submit the Bank Guarantee in terms of the Bid document, the entire Bid Security submitted by the Selected Bidder shall be forfeited by the GMC. However, GMC on receiving request from the Selected Bidder may at its absolute discretion, permit extension of the aforesaid period of 15 (fifteen) days for execution of the respective agreement(s).
- **1.13.6** The Bid Security of unsuccessful Bidders will be returned as promptly as possible after the declaration of the selected bidder.
- **1.13.7** Notwithstanding anything contained in the Bid document, if there is only one Bidder complying with the conditions of the Technical Bid evaluation and is declared "Qualified" after completion of such evaluation, GMC may at its own discretion relax the norms of evaluation and pre-qualify the next best bidders.
- 1.14 Eligibility Criteria
- **1.14.1** The Bidder at the time of submission of the Bid must furnish documentary proof regarding his claim as Registered IT/Software Company/Firm. Non submission of the documentary proof will make the Bid invalid.
- **1.14.2** The selected Bidder shall provide One(1) Senior Software Developer and Two(2) Software Developer(php) and one(1) Tech Lead.
- **1.14.3** The Bidder shall submit the multiple Curriculum Vitaes(CV) of the professional/man Power provided to GMC.
- **1.14.4** The Bidder shall submit documents of other similar projects works previously completed by the company/firm.
- **1.14.5** The professional/man power namely One (1) number of Senior Software Developer (Java /Android and LAMP) provided by the IT/Software Company/firm should have the following skillset and experience:-

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Expert	Minimum Qualification and Experience	Marks Allotted	Required Man month
1 (one) Java/Android and LAMP	1. Minimum 5 (Five) years of Software development experience	10 marks	12 Man months
Senior Software Developer	2. BE/ME/BTech/Mtech degree in Computer Science or IT / MCA/Msc(IT) degree	10 marks	
	3. Strong working knowledge of JAVA.	20 marks	
	4. Strong skills in building automation suites for Frontend or REST web services.	20 marks	
	5. Experience in SQL and interactions with relational database systems such as MySQL or SQL Server.	20 marks	
	6. Managing Java and Java EE application development	20 marks	
	 7. Strong knowledge on the following Enterprise Java Bean (EJB) J2EE framework XML, Xquery, XSL Linux/Unix Windows Platform and Solaris Oracle database SQL and JDBC Java XML Parsing, Coding Service Oriented Architecture Perl and Python I Text for RTF Generation Java-based Web services Java Servlet Technology Android SDK GIT 	20 marks	
	 8. Payment gateway integration. 9. Experienced in designing and developing mobile sdk and integrating mobile apps with web-services and external APIs 	20 marks 20 marks	
	10. Key skills : android sdk, mobile development, json, rest, user interface designing, technical documentation, performance tuning, Android Development, Android Framework	20 marks	
Total Marks		180	

1.14.6 The professional/man power namely Two (2) number of Software Developers(PHP) provided by the IT/Software Company/firm should have the following skillset and experience:

Expert	Minimum Qualification and Experience	Marks Allotted	Required Man month
2 (Two) Software Developer (Php)	1. Minimum 2 (Two) years of Software development experience	10 marks	12 Man months
	2. BE/ME/BTech/Mtech	10 marks	

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	degree in Computer		
	Science or IT		
	Or MCA/Msc(IT) degree		
3.	Understanding of open	20 marks	
	source projects/		
	framework like		
	CodeIgniter, Laravel,		
	Joomla, osCommerce,		
	etc.		
4.	Demonstrable knowledge	20 marks	
	of web technologies		
	including HTML5, CSS,		
	Javascript, AJAX etc		
5.	Good knowledge of	20 marks	
	relational databases,		
	version control tools and		
	of developing web		
	services		
6.	Experience in common	20 marks	
	third-party APIs		
	(Payment gateways, SMS		
	gateways, Google API,		
	etc)		
7.	Passion for good design	20 marks	
	and coding practices		
8.	Write "clean", well-	20 marks	
	designed code		
9.	Produce detailed	20 marks	
	specifications		
10.	Troubleshoot, test and	20 marks	
	maintain the core product		
	software and databases to		
	ensure strong		
	optimization and		
	functionality	20 1	
11.	Contribute in all phases	20 marks	
	of the development		
	lifecycle	20 1	
12.	Follow industry best	20 marks	
10	practices	20	
13.	Develop and deploy new	20 marks	
	features to facilitate		
	related procedures and		
Total Marles	tools if necessary	240	
Total Marks		240	

1.14.7 The Technical Lead should possess the following skillset:

- Minimum 10 (Ten) years of Software development experience
- BE/ME/BTech/Mtech/MCA/Msc(IT) degree
- Must have handled and led minimum 10 projects of similar size/technology and team
- Technical Lead should be flexible enough and be adaptable to the changing and varied work settings.
- Should carefully analyse the details of all the work.
- Lead will be the interface between the team and the management.
- Should have enough knowledge about the designing too in order to involve with the designing team.
- Fulfilling all the commitments by timely delivering the deliverables.
- Ensure fair tasks assignments where people are assigned with the task as per their skills.

- Lead should be completely aware with all the technologies thoroughly especially the ones associated with software or application which is under construction for the GMC.
- Should have worked on backend server and APIs using KML files extensively. First level escalation/issues should be handled by the Tech Lead.
- **1.14.8** The Total marks for Tech lead shall be of 100 marks.
- **1.14.9** The committee formed by the Authority, GMC shall examine the submitted documents and finalize the marks for selection of the Bidder.
- **1.14.10**The professional/Man Power provided by the Bidder with highest qualification and experience shall secure highest marks will be the selected Bidder.
- **1.14.11**The supportive documents should be submitted along with the Bid document.
- **1.14.12**The Bidder should have valid GMC Trade Licence, GST and PAN card.
- **1.14.13**A Bidder shall be a private, or public legal entity, or a combination of them in the form of association(s) including Joint Venture (JV). In the case of a JV/ consortium, (i) all parties shall be jointly and severally liable, (ii) the number of partners shall be limited to 03 (three) and (iii) the proposed lead partner shall be clearly specified. Proof in the form of a power of Attorney in favour of the lead member to be furnished.
- **1.14.14**The bidder (members of JV/consortium/its Directors/ Partners) should not have been blacklisted by Guwahati Municipal Corporation or any other ULBs or any Government organisation in India. An Undertaking to this effect to be submitted at the time of submission of bid
- **1.14.15**The eligibility criteria listed in herein shall apply to the Bidder, including the parties constituting the Bidder, i.e., its proposed partners, subcontractors or suppliers for any part of the Contract including related services. In addition, the lead partner shall have to fulfil the criteria listed in the Bid Document.
- **1.14.16**All Bids must be submitted, duly signed by the Bidder (or the Lead Member authorized by each consortium member to sign the Bid on behalf of the consortium).
- 1.15 Pre-Bid Meeting
- **1.15.1** The date, time and venue of Pre-bid meeting shall be:

Date: 23/09/2020 Time: 1400 Hrs

Venue: Conference Hall, GMC, Pan Bazar

- **1.15.2** GMC proposes to hold a pre-bid meeting on the date specified in the Schedule of Bidding Process to discuss the issues related to the work with all the Bidders. GMC on its discretion may also hold further discussions with the Bidders to finalise the technical/ commercial/ legal parameters and other related issues for the work, before submission of the bid, which would be common for all the Bidders.
- **1.15.3** Prior to the pre-bid meeting, the Bidders may submit a list of queries and propose deviations, if any, to the Project requirements and/or the agreement(s). Bidders must formulate their queries/proposed deviations and forward the same to GMC before Last Date for Receiving Queries as specified in the Schedule of Bidding Process. GMC may amend the RFP based on inputs, provided by Bidders that may be considered acceptable in its sole discretion.
- **1.15.4** GMC, at its sole discretion, may respond to inquiries submitted by the bidders after the date of the pre-bid meeting. Such a response will only be published on the website and will qualify as an "Addendum" to this Bid document.
- **1.15.5** Bidders may note that GMC will not entertain any deviations to this Bid document at the time of submission of the Bid or thereafter. The Bid to be submitted by the Bidders shall be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the Bid Document with all its contents and Addendums issued thereafter. Any conditional Bid shall be regarded as non-responsive and would be liable for rejection.
- **1.15.6** Attendance of Bidders at the Pre-Bid Conference is not mandatory.
- **1.15.7** All correspondence/ enquiry should be submitted to the following in writing by fax/ post/ courier:

Commissioner,

Guwahati Municipal Corporation Panbazar,Guwahati-01

1.16 Proposal Due Date and Time

- **1.16.1** Proposal should be submitted before 1400 hours, on the Proposal Due Date, as stated in the Schedule of Bidding Process at the address mentioned herein above, in the manner and form as detailed in the Bid document. Bids submitted by fax transmission /e-mail shall not be accepted.
- **1.16.2** GMC may, in exceptional circumstances and at its sole discretion, extend the Proposal Due Date by issuing an Addendum uniformly for all Bidders.
- 1.17 Bidding System (Single Stage One Round Bid System)
- **1.17.1** For selecting the Preferred Bidder to undertake the above work, GMC has adopted a Single Stage- One Round System. The Round comprises of only Technical Bid.The Bidders would be required to furnish the information specified in the Bid document. The Professional/Man Power provided by the Bidder with highest qualification and experience shall secure highest marks and will be the selected Bidder.
- **1.17.2** All Bidders are required to submit duly filled Bid documents (Technical) in accordance with the guidelines set forth in this Document. In order to enable the Bidders to prepare Bid in a consistent manner and to minimize misunderstandings regarding how Bidders' Proposals will be interpreted by GMC, the format in which Bidders will specify the fundamental aspects of their Proposals has been broadly outlined in the document. The evaluation of pre-qualification and technical bid shall be carried out in accordance with the terms and conditions provided in the Bid document.

1.18 Preparation & Submission of Bids

- **1.18.1** The Bidder would provide all the information as per the Bid document. GMC reserves the right to evaluate only those bids that are received in the required format complete in all respects and in line with the instructions contained herein.
- **1.18.2** The language of the bid and related documents and correspondence shall be in English.
- **1.18.3** The currency for the purpose of the Bid shall be Indian Rupees.
- **1.18.4** The Proposal should be submitted in 1 (One) envelope in the following manner:
- **1.18.4.1** The pages and volumes of each part of the Bid shall be clearly numbered and stamped and the contents duly indexed. The Bid should not include any loose papers other than Bid Processing Fee and Bid Security.
- **1.18.4.2** The typed or printed Proposal shall be signed and each page of the Proposal shall be initialled by a person or persons duly authorized to sign on behalf of the Bidder.
- **1.18.4.3** The bid shall contain no alterations or additions, except those to comply with instructions issued by GMC or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

1.18.4.4 Each envelope should be addressed to:

Commissioner,

Guwahati Municipal Corporation Panbazar, Guwahati-01

Envelope 1: Technical Bid containing the following:

- a) Bid Processing Fee Demand Draft
- **b)** Bid Security FDR/TDR or Bank Guarantee
- c) Bidder Information Form
- d) Proof of Similar Experience
- e) Proof of presence in Guwahati
- f) Valid GMC trade licence
- g) All the required Documents
- **h**) Bid documents and its Annexure and addenda/corrigenda, each page duly stamped and signed by the authorized signatory.
- i) Certificate of incorporation
- j) Copy of GST
- **k**) Copy of PAN Card
- I) Undertaking Not blacklisted by State Govt/ Central Govt/ ULBs.

1.18.5 Sealing and Marking of Proposal

- **1.18.5.1** The Bidder shall seal the envelope duly marking the envelope as "TECHNICAL BID" as the case may be.
- **1.18.5.2** The outer envelopes shall clearly bear the following identification.

"QUALITY BASED SELECTION OF IT/SOFTWARE COMPANY TO PROVIDE SOFTWARE DEVELOPER UNDER THE CORPUS OF GUWAHATI MUNICIPAL CORPORATION"

Each of the envelopes shall indicate the complete name, address, telephone number and fax number/E-mail of the Bidder.

- **1.18.5.3** Bid submitted by a Bidder, where such Bidder is a consortium should comply with the following additional requirements:
 - a) Maximum number of members in a consortium would be limited to 3 (three);
 - b) Wherever required, the bid should contain the information required for each member of the Consortium;
 - c) Members of the consortium shall nominate one member as the Lead Member in line with terms of the Bid document. The Proposal shall be signed by the duly authorized signatory of the Lead Member and shall be legally binding on all the members of the consortium.

1.18.6 Earnest Money Deposit (EMD)

- **1.18.6.1** The bid should be accompanied by Earnest Money Deposit(Bid Security) of INR 25,000.00 (Twenty Five Thousand only). The EMD shall be kept valid throughout the period of 45 (forty five) days beyond the Proposal Validity Period including any extensions thereto and would be required to be extended further if so required by GMC. Any extension of the validity of the EMD as requested by GMC shall be provided to GMC, a minimum of 7 (seven calendar) days prior to the expiry of the validity of the EMD, being extended. When an extension of the Bid Validity Period is requested, Bidders shall not be permitted to change the terms and conditions of their Bids. GMC reserves the right to reject the bid submitted by any Bidder who fails to extend the validity of the EMD in line with the provisions of this clause.
- **1.18.6.2** The EMD shall be in the form of a FDR/TDR/Bank Guarantee issued by a Nationalized or Scheduled Bank in favour of the Commissioner, Guwahati Municipal Corporation, payable at Guwahati. GMC shall not be liable to pay any interest on the EMD so made and the same shall be interest free. It shall be the responsibility of the Bidder to extend the validity of the EMD instruments as and when required. Non-renewal of the same shall result into cancellation of bid of the bidder.
- **1.18.6.3** The EMD of unsuccessful Bidders will be returned by GMC, without any interest, as promptly as possible upon acceptance of LoI by the Selected Bidder or when the Bidding Process is annulled by the GMC.GMC shall reject the bid which does not include the EMD as a part of Technical Bid. GMC shall reject thebid, if the bid submitted by the Bidder is declared non-responsive/ non-qualified/conditional by GMC; or if the bid is not as per the Format(s) provided in the Bid document.
- 1.18.6.4 The entire Bid Security/EMD shall be forfeited in the following cases:
- a) If the Bidder withdraws its bid;
 - b) If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the validity period of the bid;
 - c) If the Selected Bidder fails to submit the Bank Guarantee(s) in favour of GMC or fails to sign the Agreement within the stipulated time.
 - d) If the Selected Bidder fails to meet any other pre-requisite for signing of Agreement as per the terms of this RFP

1.19 Bid Opening Date

- **1.19.1** GMC would open the Envelope (Technical Bid) at the time and date indicated in the Schedule of important events or its subsequent extension through Addendum in the presence of Bidders' representatives, who choose to attend. Bidders' representatives attending the Proposal Opening Process shall mark their presence with the GMC.GMC would subsequently examine responsiveness of the Technical Bid.
- **1.19.2** Proposals for which an acceptable notice of withdrawal has been submitted shall not be opened.
- **1.19.3** The outcome of the evaluation of Technical Bid Stage and the name of Qualified Bidders of this Stage shall be posted on the GMC's website.
- 1.20 Test of Responsiveness
- **1.20.1** On evaluation of bids, the Bid Processing Fee &Bid Security/EMD, as stated in the Bid document, submitted by the Bidders shall be checked for compliance with

the requirements. GMC will determine whether the bid submitted by each Bidder is substantially responsive to the requirements of the Bid document.

- **1.20.2** A bid shall be considered responsive if it satisfies the criteria stated below:
 - a) The Proposal is submitted with the Bid Processing Fee & Bid Security as stipulated in the Bid Document.
 - b) The bid is received by the Proposal Due Date including any extension thereof.
 - c) The bid is signed, sealed and marked. The bid contains all the information in formats specified in this Bid.
 - d) The bid contains all the contents of Proposal indicated in the Bid Document
 - e) The Proposal contains all the formats specified in the Bid Document and as per details in the Data Sheet.
 - f) The bid adheres to and mentions the Proposal Validity Period as set out in the Bid Document.
 - g) The proposal should accompany with all the required documents.
 - h) The Proposal should not contain any condition.
 - i) Each page of Bid document is submitted sealed and signed by the bidder.
 - j) A bid that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation.GMC reserves the right to reject any bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by GMC in respect of such bids.

1.21 Evaluation of Bids

1.21.1 Evaluation of Technical Bid

- **1.21.1.1** In Stage of Technical bid evaluation, only those bids that are found to be responsive to the requirements of the RFP as specified above would be considered for evaluation and for selecting the Selected Bidder to undertake the Project. The technical bid evaluation will be qualifying in nature.
- **1.21.1.2** The capability of the Bidders would be assessed based on the evaluation process and minimum threshold requirements. On all the specified parameters, the Bidder would be required to meet the evaluation criteria.GMC shall use the factors, methods, criteria, and requirements defined in the Bid document for evaluation of the bids. The use of other methods, criteria, or requirements shall not be permitted. GMC reserves the right to waive minor deviations in the qualification criteria if they do not materially affect the capability of a Bidder to execute the work.
- **1.21.2** After evaluation of Technical Bid, the professional/Man Power provided by the Bidder with highest qualification and experience shall secure highest marks will be the selected Bidder.
- **1.21.2.1** The result of evaluation of Technical Bid will be communicated to Qualified Bidders.

1.21.3 Award of the Project

- **1.21.4** The professional/Man Power provided by the Bidder with highest qualification and experience shall secure highest marks will be the selected Bidder.
- **1.21.4.1** The remuneration of the Software Developer and Tech Lead is fixed as per the Annexure-4.

1.22 Issue of Letter of Intent (LOI) & its Acceptance

- **1.22.1** The GMC shall within 7 days of completing the entire evaluation process declare the Selected Bidder by issuing the Letter of Intent to the Selected Bidder and within 7 days from the date of issue of the LOI the Selected Bidder shall submit his acceptance of the same.
- **1.22.2** The Selected Bidder shall also be required to execute the Agreement within 15 (fifteen) days from date of acceptance of LOI.
- **1.22.3** The successful bidder is expected to immediately take up the work and complete it within the period of 365 days.

1.23 Scope of Work:

- The scope of work for the Bidder shall include but not limited to the following:
- **1.23.1** The Software Developer shall assist the Corporation in developing Software for the corpus of GMC.
- **1.23.2** The Software Developer shall develop and maintain software for like Hoarding Information management system, GIS reporting system, Property Tax portal, Trade License portal and any other software requirement from time to time.

- **1.23.3** All kinds of project outcomes/output including the software/modules developed will be the property of GMC.
- **1.23.4** There will be a monthly progress report as per the Table below. Deliverables for submission to GMC and Payment Schedule shall be as-

S.No	Deliverables / Services	Timeline (from the date	
	based on scope of work	of award of work)	Payment
1	Monthly Progress Report [Including Time Sheet] with Invoice		Monthly Remuneration

- **1.23.5** In case of exceptionally low/unacceptable progress, GMC reserves the right to hold payments or may terminate the Agreement based on severity of the demonstrated non-performance.
- **1.23.6** No work shall be proceeded without the written approval of the Guwahati Municipal Corporation.
- **1.23.7** During an assignment where key professionals are named in the contract, if substitution is necessary(for example, because of ill health or because a staff member proves to be unsuitable, or the member is no longer working with the Company/Firm), the company/Firm shall propose other professional/Man power of atleast the same level of qualification and experience for approval by the Authority of GMC.
- **1.23.8** The Software Developer shall work as on when required in full time basis.
- **1.23.9** The Remuneration of the Professional/Man Power is fixed as per the Annexure-4.
- **1.23.10**The work allotted shall not be used by the bidder for purpose other than for which it is allowed under this agreement.
- **1.23.11**The work to be completed within One (1) year from the date of signing of contract as directed by GMC.

1.24 Bidder's Responsibility Before Proposal Submission

- **1.24.1** The Bidder shall be responsible for all of the costs associated with the preparation of the Proposal and their participation in the selection process. GMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.
- **1.24.2** The Bidder shall ensure that the bid is complete in all respects and conforms to all requirements indicated in the RfP document.
- **1.24.3** The Bidder shall obtain for themselves, at their own responsibility, all the information and data that may be necessary for submission of bid. The details provided in this RfP document, is intended to guide the bidders in preparing their proposal only. GMC shall not stand guarantee for and shall not be held responsible for the veracity of the data related to cost and revenue, which have been made available in this document.
- **1.24.4** All the costs associated while preparation of bid, and undertaking any further studies and investigations shall be at the Bidder's own expense.
- **1.24.5** Familiarity with Clearances: The Bidder should be familiar with the clearances required from various authorities to commence work. A Bidder shall be deemed to have carried out preliminary checks with relevant authorities.
- **1.24.6** It would be deemed that by submitting the Bid, the Bidder has:
- **1.24.6.1** Made a complete and careful examination of the RfP document.
- **1.24.6.2** Obtained all relevant information about the project.
- **1.24.7** GMC shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

1.27Jurisdiction

In the event of court cases, Jurisdiction for Settlement of any Disputes concerning this RfP shall be at the courts situated in Guwahati (Assam).

ANNEXURE 1

Letter of Application

(Letterhead paper of the Bidder including full postal address, telephone, fax, e-mail addresses)

Date:....

To,

The Commissioner, Guwahati Municipal Corporation, Panbazar, Guwahati – 781001

Sub: QUALITY BASED SELECTION OF IT/SOFTWARE COMPANY TO PROVIDE SOFTWARE DEVELOPER UNDER THE CORPUS OF GUWAHATI MUNICIPAL CORPORATION

Sir,

1. Being duly authorized to represent and act on behalf of(hereinafter "the Bidder"), and having reviewed and fully understood all the qualification information provided, the undersigned hereby apply to be qualified by you as a prospective bidder for the project involving "Quality based selection of IT/Software company to provide Software Developer under the corpus of Guwahati Municipal Corporation"

2. Attached to this letter are copies of original documents defining:

- a) The applicant's legal status
- b) The principal place of business; and
- c) The place of incorporation (for bidders who are corporations); or the place of registration and the nationality of the owners (For bidders who are partnerships or individually -owned firms)
- d) MOA/AOA (in case of Consortium/Joint Venture)
- e) All documents as specified in RfP

3. GMC and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and client regarding any financial and technical aspects. This letter of any institution, to provide such information deemed necessary to verify statements and information provided in this application, or with regard to the resources, experience and competence of the Bidder.

4. This application is made in the full understanding that:

a) Bids of all bidders will be subject to verification, by GMC, of all information submitted for qualification at the time of bidding;

b) GMC reserves the right to:

- Amend the scope of work under this project; in such event, bids will only be called from qualified bidders who meet the revised requirements; and
- Reject or accept any application, cancel the qualification process, and reject all applications; and

c) GMC shall not be liable for any such actions and shall be under no obligation to inform the Applicant of the grounds for them.

5. Appended to this application, we give details of the participation of each party, including capital contributions and Profit and Loss arrangements, as per requirements of the proposal document.

6. We confirm that in the event we bid, the bid as well as any resulting contract will be:

a) Signed so as to legally bind all partners jointly and severally; and

b) Submitted with a joint venture agreement providing the joint and several liabilities of all partners/Consortium members in the event contract is awarded to us.

7. We confirm that Request for Proposal submitted by us shall be valid for the period of 180 days from the last date of submission.

8. In competing for (and if the award is awarded to us in executing) the contract, we undertake to observe the laws against fraud and corruption including bribery in force in this country. We confirm our understanding of our obligation to abide by the Law of the land in regard to corrupt and fraudulent practices.

9. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

Signed
Name
For and on behalf of (name of Bidder) OR
For and on behalf of (name of Consortium Member/ Partner)

ANNEXURE 2

Experience Record

Bidders should provide information on undertaking similar projects in last five years (Separate Sheets for each project to be attached giving following details). A summary is to be provided in following format.

Year	Name of Work	Name of Client With contact details	Place of work	Contract No. and Date	Value of Contract (In Rs.)	Date Started	Date Completed	Role of Applicant and Remarks

ANNEXURE 3

Litigation History and Legal Matters

The Bidder shall provide accurate information on the "Historical Contract Non-Performance Form" about contract non-performance and pending litigation with respect to contracts completed or ongoing under its execution over the last five years. (Separate Sheets for each project to be attached, giving following details). A summary is to be provided in following format.

Year	Name of Work	Name of Client with Contact details	Contract No. and Date	Value of Contract in (IN Rs.)	Date Completed	Nature of Litigation	Final Award

ANNEXURE-4

REMUNERATION OF PROFESSIONAL

			1		1
No.	Name	Position	Person	Time input in	Total
			remuneration	person/month	Remuneration
			per month		per year
1		<u>Senior</u>	<u>70,000/-</u>		<u>840000/-</u>
		<u>Software</u>			
		Developer			
2		Software	35,000/-		420000/-
		Developer			
		<u>(PHP 1)</u>			
3		Software	<u>35,000/-</u>		<u>420000/-</u>
		Developer			
		<u>(PHP 1)</u>			
4		Tech lead	<u>18,000/-</u>		<u>216000/-</u>
		<u>1896000/-</u>			
		<u>341280</u>			
	2237280				

(TWENTY TWO LAKHS THIRTY SEVEN THOUSAND TWO HUNDRED EIGHTY ONLY)