



Bidhannagar Municipal Corporation

## **Request for Proposal**

**For Implementation of Enterprise Municipal System  
("Aamar Sahar " Project ) in Bidhannagar City**

**Issued by**

**EXECUTIVE ENGINEER**

BIDHANNAGAR MUNICIPAL CORPORATION, POURA  
BHAWAN, FD - 415A, SECTOR - III, SALT LAKE  
CITY,  
KOLKATA - 700 106

**THE BID MAY ALSO BE DOWNLOADED FROM [www.bidhannagar.org](http://www.bidhannagar.org)**

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## 1. Background of the Project

Bidhannagar Municipal Corporation (BMC) is the youngest Municipal Corporation in West Bengal with 41 Wards serving a population of approximately 6.50 LACS. Bidhannagar Municipal Corporation or BMC is responsible for the civic infrastructure and administration of Bidhannagar (Salt Lake City) and parts of Rajarhat (suburbs of Kolkata). BMC was constituted in 2015, after merging erstwhile Bidhannagar Municipality, Rajarhat-Gopalpur Municipality and Mahisbathan Gram Panchayat – II.

In their quest to embark upon a smart city journey, BMC would like to set up foundational smart governance leveraging ICT infrastructure. To begin with, thrust has been accorded to provide real time e-service to the citizens. BMC is inviting proposals from eligible bidders for implementation of Enterprise Municipal System (“Amar Sahar” Project) in Bidhannagar City and post implementation operation and maintenance support for at least one year through “Investment - and -Revenue” model on Monthly Subscription Basis. At a high level, the scope of work will be as follows:

1. Supply & commissioning of commercially available municipal e-governance global software . Bespoke software will not be allowed.
2. Customization of the above mentioned software to implement enterprise municipal service.
3. Implementation Municipal Geographical Information System (GIS)
4. Supply and delivery of civic engagement mobile apps in multiple platforms
5. Migration of legacy Data Entry for the last 10 years and data entry
6. Providing Cloud Infrastructure from globally established vendor along with primary DC within India for at least one year to host the above mentioned solutions
7. Post implementation operation and maintenance support for at least one year from the date of acceptance of the project.
8. Providing Resources for Door-to-Door collection of Property Tax for at least one year post date of acceptance.

## 2. Objective of the Project

- To improve efficiency and effectiveness in interaction between BMC and its citizens and other stakeholders, like non-governmental organizations, private sector etc.
- To improve quality of internal local-government operations to support and stimulate good governance
- To bring about transparency and accountability in the governance
- To enhance interface between BMC and its citizens
- To help in improvement of delivery of services to citizens
- To improve revenue
- Provide a single and integrated view of BMC information system
- Provide timely & reliable management information relating to municipal administration for effective decision making.
- Adopt a standards-based approach to enable integration with other related applications.

### **3. Investment – and - Revenue Model**

In order to achieve this objective, BMC is inviting proposals from single and sole bidder or a group of companies who will form consortium to respond to the bid.

The successful bidder (s) will have to invest in the “Aamar Sahar” project till the system is being accepted. Once the system goes live and is accepted by BMC, payment will be made to the successful bidder (s) on monthly advance basis for a period of at least 12 calendar months with the option of renewal which is at the discretion of BMC.

### **4. Information for Bidders**

#### **a. Bidder (s)**

The bid can be placed either by a single company (as a sole and single bidder) or a consortium of companies. The OEM Company supplying software for enterprise municipal services may bid as a sole and single bidder. The OEM Company supplying software may authorize a no. of bidders for placing the bid on their behalf. The OEM software company must authorize bidders to bid through Manufacturer Authorization Form (MAF). OEM would however be jointly and severally responsible for the performance and delivery of the software. In case of consortium, a memorandum of understanding shall have to be executed amongst the partners of the consortium and the same has to be submitted along with the bid documents.

#### **b. Purchase of the Tender Documents.**

A complete set of Tender document for the work needs to be purchased from the office of the undersigned with the Authorization letter from the concern bidder at a price of Rs.5000/- payable either in cash/ or in the form DD favoring Bidhannagar Municipal Corporation. In case of Bidders downloading the Documents from [www.bidhannagar.org](http://www.bidhannagar.org) then they will have to attach the receipt of the cost of tender documents with the Technical Bid.

Please note that the prospective bidders / companies who will purchase the tender documents will only be allowed to attend the Pre-Bid Meeting. Any queries raised after the pre-bid meeting will not be entertained.

### c. Earnest Money Deposit

The bidders shall have to submit an earnest money deposit amounting to Rs. 50,000 In the form of DD from a scheduled bank duly pledged in favor of Bidhannagar Municipal Corporation payable at Kolkata

### d. Eligibility Criteria for the OEM for commercially available global software for enterprise municipal services.

Sl. No	Criteria	Supporting Documents
1	Must be licensed to at least three cities in the world. The OEM must have done business through licensing and / or professional services with at least three cities for contracts, cumulative value of which should be INR 6 Crores (or its equivalent in any other global currency at its conversion rate as on June 1, 2016) and above per city	<ul style="list-style-type: none"> <li>• Work Orders</li> <li>• Cumulative Value of all work orders in any currency</li> </ul>
2	An established Information Technology company with 15 years of overall experience including last 5 years in the city space	<ul style="list-style-type: none"> <li>• Certificate of incorporation of the company in the country of Registration</li> <li>• List of self-certified city clients in last 5 years</li> </ul>
3	The MAF from the OEM for commercially available global software for enterprise municipal services should state <b>that they would be jointly and severally responsible with its partner implementing the software ( who is either sole and single bidder or a partner in the consortium</b>	<ul style="list-style-type: none"> <li>• Declaration in the attached format</li> </ul>

### e. Eligibility Criteria for the Bidders

Serial Number	Eligibility Criteria	As a Sole and Single Bidder	Consortium		Supporting Documents
			Lead Partner	Other Partner(s)	
1	Should be a Company registered under the Companies Act 1956 or as per the prevalent rules of the country of registration. In case of Consortium, each partner should be registered under the same act. In case of a Foreign company, it should be a registered company as per the governing laws of that Country and should submit necessary documentary proof establishing the same. Each participating bidder (be it sole and single bidder or consortium partners) should have valid	Must Meet	Must Meet		<ul style="list-style-type: none"> <li>• Copy of Certificate of registration</li> <li>• Copy of certificates for registration, sales tax, service tax and income tax</li> </ul>

	registration under sales tax registration certificate, income tax and service tax in India.				
2	ISO 9001:2008	Must Meet	Must Meet	Not Applicable	Copy of Certificates duly self-certified
3	The lead bidder should have a cumulative turnover of at least INR 70 Crores (or its equivalent in any other global currency at its conversion rate as on June 1, 2016 for the last 3 audited financial years ended on 31/03/2016	Must Meet	Must meet	Not Applicable	Copy of audited financial statement duly self-certified
4	The Bidding Company should have one office in Kolkata	Must Meet	Any of the consortium members must meet		Self-Certification
5	The bidder should not have been blacklisted by any Govt. Organization/PSU in India	Must Meet	Must Meet	Must Meet	Self-Certification

## f. Additional Considerations for Evaluation

1	The experience of delivery of mobile apps in multiple platforms must be related to public sector by way of doing business with the Government of India public sector entities for the last 2 years with cumulative order value in excess of INR 25 Lakhs (or its equivalent in any other global currency at its conversion rate as on June 1, 2016) in mobile / web technologies	Must Meet	Any of the consortium members must meet	<ul style="list-style-type: none"> <li>• Work Orders</li> <li>• Cumulative value of all work orders</li> </ul>
2	The bidder should be a partner of a leading Cloud Service Provider (CSP) who has primary DC within India.	Must Meet	Any of the consortium members must meet	Copy of Certificates duly self-certified
3	The bidder must have experience in working with Indian private cities as well	Must Meet	Any of the consortium members or Any of his subsidiaries or its exclusive implementation partner in India	Copy of work orders duly self-certified



## a. Bidder Enquiries and BMC Response

All enquiries/clarifications from the bidders, related to this tender must be directed to the email address noted in the front page of this document. Telephone calls will not be accepted. Enquiries after the pre-bid meeting will not be entertained.

## b. Proposal Preparation Costs

The bidder is responsible for all costs to be incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by BMC to facilitate the evaluation process, and in negotiating the contract or all such activities related to the bid process. This RFP does not commit the BMC to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award.

## c. Right to Terminate Process

- The right of final acceptance of the tender is entirely vested with BMC who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever.
- There is no obligation on the part of BMC to communicate with rejected Bidders

## d. Bid Schedule

Serial Number	Event	Date, Place and Time
1.	Start date of purchase/ downloading of RFP document	30.05.2016
2.	Last date & time of downloading of RFP document	16:00 hours on 18.06.2016
3.	Last Date of receipt of queries	16:00 hours on 05.06.2016
4.	Pre-Bid Meeting	Place-Poura Bhawan, 15:00 hours on 06.06.2016
5	Last date of submission of bids	11:00 hours on 20.06.2016
6..	Opening of Technical Bids	15:00 hours on 20.06.2016
7.	Date and Time of Presentation	To Be Intimated
8.	Opening of Financial Bids	To Be Intimated
9.	Bid Results Declaration	To Be Intimated

The BMC may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing a corrigendum or by intimating all bidders who have been provided the proposal documents, in writing or through email.

## e. Bid Authorization

The bid proposal shall be signed on each page by a person or persons duly authorized by the single and sole bidder or the consortium partners. Moreover, the purchased RFP has to be signed on each page as a proof of acceptance of the terms and conditions of the bid.

## f. Bid Opening

- The tenders will be received up to 11:00 hours on June 20, 2016.
- Technical bid will be opened on June 20, 2016 by BMC at 15:00 hours

- Technical Bid will be evaluated as per the evaluation criteria specified in the Tender and list of technically qualified Bidders will be prepared by BMC. The technically qualified Bidders alone will be informed
- The Financial Bid of only the bidders who will qualify in technical bid shall be opened for financial evaluation

### g. Tender Rejection Criteria

- Tenders not submitted in the form specified as per the format given in proposal instruction of this Tender document will be summarily rejected.
- Tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection
- Tenders submitted without the enclosures about the Bidder’s specific experience related to project, Order Value in related projects, proposed work plan approach and methodology will not be accepted.
- Tenders with variance/contradiction between Technical Bid and Price Bid will be liable for rejection. If the offer does not meet the tender requirements, BMC reserves the right to reject any or all the tenders without assigning any reason whatsoever.
- In addition to the above rejection criteria, if there is non-compliance of any of the clauses of this Tender Document, the Tenders are liable for rejection.
- Incomplete details as above will be treated as non-responsive offer and the tender is liable for rejection.

## 5. Scope of Work

Serial Number	Work Stream	Scope of Work
1	Supply & commissioning of commercially available municipal e-governance global software . Bespoke software will not be allowed.	<ul style="list-style-type: none"> <li>i) No. of users for the software = unlimited</li> <li>ii) Term of Use – till the currency of the contract.</li> <li>iii) Technical specification should comply with Exhibit 1</li> <li>iv) The Software should deliver functional requirements as indicated in Exhibit 2</li> </ul>
2	Customization of the above mentioned software to implement enterprise municipal service.	<ul style="list-style-type: none"> <li>• Enhancement of city portal</li> <li>• Birth &amp; Death certificates</li> <li>• Trade License</li> <li>• Building plan Approvals</li> <li>• Building Completion Certificate</li> <li>• Mutation Certificate</li> <li>• Complaint Management</li> <li>• Property Management including taxes</li> <li>• Water Supply, Advertisement &amp; Hoarding</li> <li>• Training of key users and other stake holders in BMC</li> </ul>
3	Implementation Municipal Geographical Information System (GIS)	<ul style="list-style-type: none"> <li>• Component 1: Preparation of base map database using satellite images</li> <li>• Component 2: Field Verification and creation of property maps</li> <li>• Component 3: Creation of network infrastructure</li> <li>• Component 4: Development and Deployment of Web-Enabled GIS based enterprise geo database system</li> <li>• Component 5: Facility management for Revenue Assessment, Billing &amp; Accounting, managing the liquidity status</li> <li>• Training of key users and other stake holders in BMC</li> </ul>

4	Supply and delivery of civic engagement mobile apps in multiple platforms such as : i) iPhone Smart Phone variant devices ii) Android Smart Phone variant devices iii) Windows Smart Phone variant devices iv) Blackberry Smart Phone variant devices	<ul style="list-style-type: none"> <li>• On-line Receipt of Building Plan</li> <li>• On-line Sanction of Building Plan</li> <li>• On line Issue of Building Completion Certificates</li> <li>• On-line Receipt of Application for Renewal of Building Plan</li> <li>• On-line Sanction of Renewal of Building Plan</li> <li>• Mutation Certificate</li> <li>• Birth Certificate</li> <li>• Death Certificate</li> <li>• Property Management including taxes</li> <li>• Online Trade Licenses</li> <li>• Training of key users and other stake holders in BMC</li> </ul>
5	Migration of legacy Data for the last 10 years and concurrent data entry	Data migration from legacy systems not older than 15 years and concurrent data entry support
6	Providing Cloud Infrastructure from globally established vendor along with primary DC within India for at least one year to host the above mentioned solutions	Hosting of the applications on a cloud infrastructure platform for at least 1 year along with technical support and free implementation consulting
7	Post implementation operation and maintenance support for at least one year from the date of acceptance of the project.	O & M support
8	Providing Resources for Door-to-Door collection of Property Tax for at least one year post date of acceptance.	Deployment of 100 resources in 41 wards to collect property taxes or other receivables from citizens for the period of 1 year post implementation of software

#### Exhibit – 1

- It will be a fully integrated web-based single application software platform based on “Land-Structure-Occupancy” (LSO) framework
- The LSO framework will ensure authenticated validation rules in the system. Also access to the system will be on “Single Sign On” basis.
- It will utilize a centralized database of customer records to allow for efficient management of address location information and eliminate duplicate data entry.
- It will utilize MS Windows operating system
- It will be written on Java script and should be JDBC (Java Database Connectivity) & ODBC (Open database Connectivity) compliant.
- It is based on n-tier service oriented architecture
- It will support industry database interface standards that use Web Services based on the Service Oriented Architecture (SOA) API
- It utilizes a user-friendly user interface (e.g., web interface design uses Cascading Style Sheets - CSS)
- It will provide a user friendly on-line query tool and supports any third-party report writer (Wizards) with full math and logic capabilities.
- It will support scalability in terms of
  - Number of users
  - Number of workflows supported
  - Number of organizational entities
- The software solution will be supported on client with operating systems like Windows etc.

- All components of the proposed solution will be available on the same platform to allow interoperability and seamlessly integration.
- The software solution will support various user interface options like Portal, mobile and user friendly forms built into the platform.
- The software solution will support application and database clustering and load balancing.
- The software will have the ability to:
  - Support multi-dimensional analysis of historical data collected for various workflow processes to identify bottlenecks and improve the business process
  - Create custom objects/ formulas for repeated use in reporting tool
  - Prioritize reports while execution
  - Generate reports both at unit level and company level
  - Create ad-hoc reports
  - Schedule reports to run at periodic intervals
  - Send reports electronically to other users.
  - View reports through web
  - Attach soft and scanned copies of documents to master and transaction records
  - Support thin clients
- The software solution will have the ability to provide integrated management for all the components proposed as part of the solution, including the following:
  - Database
  - Application Servers
  - Integration Servers
  - Web Servers
  - Portal
  - Cloud
- The solution will have the ability to support deploying Custom JSP and Servlets on Application Server.
- The software solution will have the ability to generate report output directly in excel, PDF, text, XML and HTML.
- The software solution will integrate with mobile application development platform to enable mobile app development for the organization by seamlessly integrating with the back-application system
- The software solution will have the ability to maintain log of transactions and support GUI and Web based User Interface
- The software solution will have the ability to restrict data updating /deletion /creation only through application layer.
- The software solution will support wide range of security features such as Authentication, Single Sign-On (SSO), Authorization and Integrated User management within various application modules
- The software solution will have the ability to do the following:
  - Support role based access control
  - Provide multiple roles for one user
  - Configure the number of permissible log-in attempts.
  - Provide access level security for reports at Transaction level - allow / deny.
  - Work concurrently with any other software for functioning e.g. Anti-Virus, Firewall MSOffice, etc.
  - Support remote operation of System administration
  - Provide audit controls for mitigation of risks

## Exhibit 2

**The indicative key functions of the functional modules of the enterprise municipal services will be as follows:**

Module	Main Functions
Birth & Death certificates	<ul style="list-style-type: none"> <li>• Registration Birth and Death</li> <li>• Maintaining Birth and Death Records</li> <li>• Correction to Birth and Death Details</li> </ul>
Trade License	<ul style="list-style-type: none"> <li>• Receipt of application for trade license, inspection of the business premises, processing and issue of the licenses.</li> <li>• Issue of notices for renewal of licenses</li> <li>• Renewal of licenses</li> </ul>

	<ul style="list-style-type: none"> <li>• Collection of license fee</li> <li>• Closure of licenses</li> <li>• Maintenance of appropriate records</li> </ul>
Building plan Approval	<ul style="list-style-type: none"> <li>• Approval of building proposals of various types and nature of buildings</li> <li>• Planning and implementation of Developmental activity such as road widening, junction improvements, development of parks, play grounds, subways, parking lots, bus bays etc.</li> <li>• Calculation of various fees such as admission fee, developmental charges, regularization charges, building license fees, scrutiny fees, demolition charges etc.</li> <li>• Collection of the fees and maintenance of appropriate records</li> </ul>
Building Completion Certificate	<ul style="list-style-type: none"> <li>• Receipt of application</li> <li>• Collection of fee</li> <li>• Inspection management</li> <li>• Internal approval</li> <li>• Issue of Certificate</li> <li>• Maintenance of appropriate records</li> </ul>
Mutation Certificate	<ul style="list-style-type: none"> <li>• Receipt of application</li> <li>• Collection of fee</li> <li>• Internal approval</li> <li>• Inspection Records</li> <li>• Issue of Certificate</li> <li>• Maintenance of appropriate records</li> </ul>
Complaint Management	<ul style="list-style-type: none"> <li>• Registration of the complaint / suggestion</li> <li>• Issuance of acknowledgement</li> <li>• Capturing of status of the complaint till it is resolved</li> <li>• Generation of necessary reports for proper monitoring</li> </ul>

## 6. Approach and Methodology

Bidders will be evaluated based on the approach and methodology delineated by them to go-live with all the applications including mobile apps within reasonable time. The approach and methodology should contain, but not limited to following:

1. Understanding of the functional requirements for implementation of the project including technical and functional specifications illustratively.
2. Techno functional architecture with upgradability features
3. Project governance structure
4. Project plan
5. Post implementation support plan
6. Responsibility matrix
7. Indicative screenshots of the proposed system

## 7. Submission of Proposal and Evaluation

### a. Proposal Instructions and Conditions

Proposals must be direct, concise, and complete. All information not directly relevant to this tender should be omitted. The BMC will evaluate bidder's proposal based upon its clarity and the directness of its response to the requirements of the projects as outlined in this Tender document. The bidder shall submit, in separate covers "Pre-qualification Bid", "Technical Bid" and Financial Bid in hard copy, as described in this Section.

Bid submitted by the bidder shall comprise the following documents:

- The cost of Tender Document
- Proposal covering letter
- Pre-qualification Proposal containing data to support the qualification of the bidder to bid for the project
- Technical Bid in the format as specified in clause mentioned below.
- Financial Bid as specified in clause mentioned below.
- Any other information that is required to be submitted in the proposal process.

### b. Prequalification Proposal

The pre-qualification proposal will be used to evaluate if the bidder's technical skill base and financial capacity are consistent with the needs of the project and meets the eligibility criteria as mentioned above. The pre-qualification proposal must have at the minimum:

- Supporting documents for the information given in the pre-qualification bid
- The pre-qualification proposal cover must be super scribed as **"Pre-qualification bid-- Implementation of Enterprise Municipal System ("Aamar Sahar " Project ) in Bidhannagar City**

### c. Technical Proposal

- The Technical Proposal cover should be super scribed as **"Technical Bid – Implementation of Enterprise Municipal System ("Aamar Sahar " Project ) in Bidhannagar City**
- The technical Bid should be signed on each page by the authorized signatory of single and sole bidder / consortium.
- Technical proposal must contain detailed approach and methodology as defined in this document. The technical proposal must not contain any pricing information.
- In submitting additional information, please mark it as supplemental to the required response. If the bidder wishes to propose additional services (or enhanced levels of services) beyond the scope of this RFP, the proposal must include a description of such services as a separate attachment to the proposal.

### d. Outer cover

The pre-qualification bid cover, Technical Bid cover and Financial Bid cover should then be put in a single outer cover, sealed and be super scribed as **"Tender Implementation of Enterprise Municipal System ("Aamar Sahar " Project ) in Bidhannagar City"**. The address of the Bidder should be clearly written in the cover. The covers received without superscription are liable for rejection. The tenders not submitted as specified in the above clauses will be summarily rejected.

### e. Submission of Bid

The BIDS shall have to be submitted in Hard Copy at the office of BMC within the specified date and time.

- The bidder shall submit a sealed cover consisting of two (2) copies of all the bid documents.
- Sealed proposals must be received at the Tender Receipt Counter, of BMC
- Both of the copies of the bids (Original and Duplicate) must consist of the following:
  - Pre-qualification Bid, super scribing on the right hand side top of the cover as pre-qualification bid
  - Technical Bid, super scribing on the right hand side top of the cover as Technical Bid
- The BMC will not accept delivery of proposal by fax or e-mail. Proposal received by facsimile shall be treated as defective, invalid and rejected.
- The proposal documents shall be submitted as two complete sets following exactly, the conventions set forth above, clearly marked Original and Duplicate. In case of discrepancy, the copy marked original shall be treated as correct.
- The original and copies of the Financial bid, each consisting of the documents listed in instructions and Proposal Cover Letters, shall be typed or written in indelible ink and shall be signed by the bidder or a person /persons duly authorized to bind the Bidder to the contract.
- All copies of the pre-qualification, technical and financial bid must be submitted in a sealed package. The outside of the package must clearly indicate the name of the project “**Tender Implementation of Enterprise Municipal System (“Aamar Sahar ” Project ) in Bidhannagar City**”. the time and date for responding, the bidder’s name and address, and the names of primary and secondary contact persons. Failure to adequately address the outside of a package could cause a proposal to be misdirected or received at the required destination after the deadline.

## f. Period of Validity of Proposal

- The offer submitted by the bidder shall be valid for a period of 180 days from the date of submission of the tender. A proposal valid for a shorter period may be rejected as non - responsive.
- In exceptional circumstances, BMC may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or by fax or email).

## g. Amendment of Request for Proposal

At any time prior to the deadline for submission of proposals, BMC, for any reason, may modify the RFP by amendment notified in writing through issue of corrigendum or email to all bidders who have received this RFP and such amendment shall be binding on them. BMC, at its discretion, may extend the deadline for the submission of proposals.

## 8. Bid Evaluation Process

BMC will prepare a list of firms based on the compliance to all the terms and conditions of the tender. The tenders, which do not conform to the tender conditions and tenders from firms without adequate capabilities as per tender requirements shall be straight away rejected, without specifying any reason. All eligible tenders will be considered for further evaluation. The decision of BMC will be final in this regard.

### a. Evaluation of Pre-Qualification Bids

- The documentation furnished by the bidder will be examined prima facie to see if the technical skill base and financial capacity and other bidder attributes claimed therein are consistent with the requirements of this project and meet the eligibility criteria as specified above.
- The evaluation committee may ask bidder(s) for additional information, visit to bidders site and/or arrange discussions with their professional, technical faculties to verify the claims made in bid documentation.
- Any proposal not complying with the requirements of the eligibility criteria may not be processed further.

## b. Evaluation of Technical Bids

The technical proposals of only those bidders, who qualify in the evaluation of the pre - qualification proposals, shall be opened. The Technical Bid will be examined by the evaluation committee on the basis of responsiveness to the Terms of Reference, applying the evaluation criteria and points system specified.

## c. Criteria for Evaluation of Technical Bids

Serial Number	Criteria	Marks for Criterion
1	References for OEM Software	If References = 3, Marks=10
		If References > 3, Marks=20
2	Years of experience of OEM in City space	If Years = 5, Marks=3
		If Years>5, Marks=5
3	Cumulative Turnover for last 3 years for the Sole and single bidder or the lead partner of the consortium	If cumulative turnover =INR 70 Cr. , Marks = 5
		If cumulative turnover >INR 70 Cr.<INR 100 Cr , Marks = 7
		If cumulative turnover >INR 100 Cr. , Marks = 10
4	Mobile experience in Government of India public sector	If Order Value = INR 25 Lakhs, Marks = 5
		If Order Value > INR 25 Lakhs, Marks = 10
5	Experience in working with Indian private cities	If no. of cities = 1, Marks =3
		If no of cities >1, Marks=5
6	Approach and Methodology	20
7	Presentation for Enterprise municipal services and mobile application	30



## d. Evaluation of Financial Bids

- The bids securing at least 70 marks in the technical evaluation will be qualified for financial evaluation. Financial bids will be evaluated basis prices quoted exclusive of taxes.
- The list of Bidder will be ranked in ascending order (i.e.) Bidder quoted the lowest price (L1) will be ranked first and so on.
- The L1 bidder will be awarded 100% score.
- Financial Scores for other than L1 bidders will be evaluated using the following formula:  
Financial Score of a Bidder (CS) = (Price bid of L1 bidder)/ (Price bid of the Bidder) X 100 % (adjusted to 2 decimals)

## e. Joint Financial and Technical Evaluation

BMC shall follow a Quality cum Cost Based System (QCBS) for finalization of the vendor. A composite weightage shall be calculated for those bidders whose bids are found to be in order. The weightage for the composite evaluation is as described below:

- Technical – 80%
- Financial – 20%

Bidder with the highest composite score (Technical & Financial–TS\*0.8 + CS\*0.2) will be called for negotiating the contract. In case of a tie in the overall score bidder with the superior technical score will be invited for negotiations first.

## 9. Negotiation

Post evaluation of the bids, BMC reserves the right to invite the Bidder with the highest composite score for final negotiation prior to award of contract.

## 10. Award of Contract

BMC will award the contract to successful bidder whose bid has been determined to be responsive and has been determined to be most competitive provided further that the bidder is determined to be qualified to perform the project satisfactorily. The Contract constitutes the entire agreement between the BMC and the successful bidder with respect to the subject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect to the subject matter of the Contract made prior to the date of Contract.

## 11. Acceptance Test Plan

An Acceptance Test Plan has to be submitted to BMC. The acceptance test plan will be executed after installation and commissioning of the items are over after selection of bidder. An Acceptance Test Plan will verify that the final product meets the client's business requirements. It also ensures that all components of the system are tested. The system will be ready for actual use only after a proper test has been conducted on the system by the users and approved by BMC.

## 12. Training

The successful bidder should provide adequate centralized training to the users at the Bidder location, to enable them to use the system effectively. Approximately, a total number of 100 persons is to be trained.

## 13. Payment Terms

The successful bidder (s) will have to invest in the smart governance project till the system goes live. Once the system goes live satisfactorily, BMC will make the payment to the successful bidders monthly on advance basis for a minimum period of 12 months. In case of consortium, the BMC may make the payment to each partner of the consortium directly upon mutual agreement.

## 14. Project Delivery Schedule

The bidder (s) will have to submit a project delivery schedule in the format below:

S. No.	Service Category	Target
1.	Team Mobilization, Preparation of Project Plan, Kick-off meeting etc.	
2.	Supply, Installation and Commissioning	
3.	Final Acceptance Test (FAT)	
4.	Operation & Maintenance period	

## 15. Publicity

Any publicity by the bidder/vendor in which the name of BMC is to be used should be done only with the explicit written permission of BMC.

## 16. Indemnity

Except for expenses or liabilities arising from the negligence of BMC, the bidder shall indemnify and hold BMC harmless, against any and all expenses and liabilities, arising out of the performance or default of this Contract as follows:

The bidder agrees to the extent that, there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the bidder, and any damage, liability, injury, loss or expense

(whether in connection with bodily injury or death or property damage or loss) that is suffered by BMC and its employees, or by any member of the public, to indemnify and save BMC and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses, arising out of the performance or default of this contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by BMC and its employees. This promise to indemnify shall include bodily injuries or death occurring to bidder's employees and any person directly or indirectly employed by bidder (including without limitation any employee of any subcontractor), BMC employees, the employees of any other independent contractors, or any member of the public. When BMC submits notice, bidder shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

## **17. Termination of contract**

### **a. Completion of Contract**

Unless terminated earlier, the Contract shall terminate on the completion of term as specified in the Contract

### **b. Termination of Contract**

BMC may terminate this Contract in whole or in part by giving Successful bidder prior written notice indicating its intention to terminate the Contract under the following circumstances:

- Where it comes to BMC's attention that Successful bidder (or Successful bidder's Team) is in a position of actual conflict of interest with the interests of BMC in relation to any of terms of the Implementation Agency's Bid, the Tender or this Contract
- Where Successful bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever including inter alia the filing of any bankruptcy proceedings against Successful bidder, any failure by Successful bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against Successful bidder or the happening of any such events that are adverse to the commercial viability of Successful bidder. In the event of the happening of any events of the above nature, BMC shall reserve the right to take any steps as are necessary to ensure the effective transition of the project to a successor Implementation Agency/service provider, and to ensure business continuity
- Termination for Default: If BMC deems that Successful bidder is in default for failing to supply an adequate working force, or service of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this MOU, BMC may give written notice to Successful bidder specifying the default(s) which Successful bidder shall remedy within THIRTY (30) days after receiving the notice. The notice will set forth one or more reasons for any dissatisfaction and may suggest corrective measures.
- Remedies Upon Default. Within THIRTY (30) days after receiving BMC's notice of default if Successful bidder does not remedy the default(s) or commence steps to remedy the default(s) to BMC's reasonable satisfaction, BMC may, with consent from BMC may execute the termination clause as set herewith.
- Termination for Insolvency: BMC may at any time terminate the Contract by giving written notice to Successful bidder without compensation to Successful bidder, if Successful bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to BMC

## 18. Force Majeure

- Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract
- The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. BMC will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of Successful bidder in performing any obligation as is necessary and proper to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above
- In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure

## 19. Dispute Resolution

- BMC and Successful bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising between them under or in connection with the Contract
- If, after Thirty (30) days from the commencement of such direct informal negotiations, BMC and Successful bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in the below clauses
- In the case of a dispute or difference arising between BMC and Successful bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators. One Arbitrator to be nominated by BMC and the other to be nominated by Successful bidder or in case of the said Arbitrators not agreeing then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference and in case the Arbitrators cannot agree to the Umpire he may be nominated by the Secretary, Indian Council of Arbitration, State. The award of the Arbitrators in the event of their not agreeing of the Umpire appointed by them or by the Secretary, Indian Council of Arbitration, State, shall be final and binding on the parties
- The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or reenactments thereof, shall apply to the arbitration proceedings
- The venue of arbitration shall be Kolkata, West Bengal, India
- Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations

## 20. Conflict of Interest

Successful bidder shall disclose to BMC in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for Successful bidder or Successful bidder's Team) in the course of performing the Services as soon as practically possible after it becomes aware of that conflict.

## **21. Severance**

In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

## **22. Governing Language**

The Agreement shall be written in English language. Language of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

## **23. Confidentiality**

- The successful bidder shall not use any Information, name or the logo of BMC/ BMC except for the purposes of providing the Service as specified under this contract;
- The successful bidder may only disclose Information with the prior written consent of BMC/ BMC to a member of The successful bidder's Team ("Authorized Person") if the Authorized Person is obliged to use it only for the performance of obligations under this contract
- The successful bidder shall do everything reasonably possible to preserve the confidentiality of the Information including execution of a confidentiality agreement to the satisfaction of BMC
- The successful bidder shall notify BMC promptly if it is aware of any disclosure of the Information otherwise than as permitted by this Contract or with the authority of BMC
- The successful bidder shall not use any information which might have come to its knowledge in whatever manner during the discharge of its obligation under the contract for any purpose except strictly for discharging his obligation under the contract and no more

## **24. Currency for the Bid**

The Pricing has to be made in Indian Rupees. The Currency Conversion Rate will be as per the rates applicable on 01.06.2016.

## Annexure I: Manufacturer's Authorization Form

No:

Dated: \_\_\_\_\_

The Commissioner  
Bidhannagar Municipal Corporation  
PouraBhayan  
FD-415A, Sector III  
Salt Lake City  
Kolkata, West Bengal  
PIN- 700106  
India

Dear Sir:

We, xxxx who are established and reputable manufacturers of enterprise municipal software having registered office at xxxx do hereby authorize M/s xxxx to submit, negotiate and receive the order from you.

We hereby extend our full guarantee and warranty for the goods and services offered by the above firm. We would be jointly and severally responsible for the performance of the software supplied by our partner \_\_\_\_\_

Yours faithfully,

Authorized Signatory

## Annexure II: Price Bid

### Total Cost for Implementation of Enterprise Municipal System (“Aamar Sahar” Project ) in Bidhannagar City

Name of the bidder / consortium :

Serial No.	Description	UoM	Price
1	Implementation of Enterprise Municipal System (“Aamar Sahar” Project ) in Bidhannagar City	Per Month	
Amount in Word:			
Note: Prices will be exclusive of applicable taxes and Duties			

## Annexure III: Memorandum of Understanding for the Consortium

### FORMAT FOR POWER OF ATTORNEY FOR LEAD PARTNER OF CONSORTIUM

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act.

Whereas \_\_\_\_\_ has invited Bid for \_\_\_\_\_ (Name of the Project)

Whereas, the Partners of the Consortium comprising of the following :

1. M/s \_\_\_\_\_.
- 2 .M/s. \_\_\_\_\_
- 3 .M/s. \_\_\_\_\_
- 4 .M/s. \_\_\_\_\_ etc.

(The respective names and addresses of the registered offices to be given) are interested in bidding for the Project and implementing the same in accordance with the terms and conditions contained in the Bid Documents.

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, the Partners of the Consortium comprising of the following :

1. M/s \_\_\_\_\_.
- 2 .M/s. \_\_\_\_\_
- 3 .M/s. \_\_\_\_\_
- 4 .M/s. \_\_\_\_\_ etc.

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

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

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2016

\_\_\_\_\_  
(signature)



\_\_\_\_\_

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

Witness1

Witness2

Notes:

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