



## **AIZAWL MUNICIPAL CORPORATION**

Thuampui, Aizawl, Mizoram. Pin - 796017

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Dated Aizawl, the 28<sup>th</sup> December, 2018

### **REQUEST FOR PROPOSAL**

**M.13032/1/2015-AMC:** Aizawl Municipal Corporation (AMC) invites Request for Proposal from eligible firms/company for the maintenance and upgradation of Online Building Plan Approval System (OBPAS) and development of e-AMC software and integration of e-AMC with OBPAS. RFP document may be obtained from AMC office during working hours.

**Due date of submission of proposal :** 7<sup>th</sup> January 2019 12:00 noon

**Date of Opening proposals :** 7<sup>th</sup> January 2019 2:00 pm

Sd/- David Lalrinawma

**Secretary**

Aizawl Municipal Corporation

Memo. No. M.13032/1/2015-AMC : Dated Aizawl, the 28<sup>th</sup> December, 2018

**Copy to:**

1. PA to Commissioner, AMC for information;
2. The Editor, Thlirtu, for publication on his newspaper.
3. Guard file

**Secretary**

Aizawl Municipal Corporation

**REQUEST FOR PROPOSAL**  
**For**  
**MAINTENANCE and UPGRADATION OF**  
**ONLINE BUILDING PLAN APPROVAL SYSTEM (OBPAS) AND**  
**DEVELOPMENT OF e-AMC SOFTWARE**  
**AND INTEGRATION OF e-AMC WITH OBPAS**  
**FOR**  
**AIZAWL MUNICIPAL CORPORATION (AMC)**



**Ch. Chhunga Bus Terminal (CCBT), Thuampui, Aizawl, Pin – 796017**

**Ph. 0389-2350247, email: [amcmizoram@gmail.com](mailto:amcmizoram@gmail.com), website: [www.amcmizoram.com](http://www.amcmizoram.com)**

## **1. GENERAL INSTRUCTIONS**

### **1.1 Introduction**

Aizawl Municipal Corporation (AMC) is looking for a firm/company for maintenance of Online Building Plan Approval System (OBPAS) and also decided to implement software solution for automating the process of scrutiny of advertisement & hoarding and shop license plans and granting necessary approvals along with maintenance of existing online building plan approval system. The new system has to be integrated with the existing OBPAS.

The section aims to provide guidelines/Instructions for Bidders, to be used while submitting the proposals. These are generic in nature, but Bidder is required to abide by them during the proposal submission and Project execution.

The bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this tender document. The bid should be precise, complete and in the prescribed format as per the requirement of the tender document. Failure to furnish all information required by the tender document or submission of a bid not responsive to the tender document in every respect will be at the Bidder's risk and may result in rejection of the bid. The "**Municipal Commissioner, Aizawl Municipal Corporation (AMC)**" shall at its sole discretion be entitled to determine the adequacy/sufficiency of the information provided by the Bidder.

### **1.2 LANGUAGE OF BID**

The proposal and various documents related to the BID should be in English language only. All correspondence between "Municipal Commissioner, AMC or Representative" and the bidder would also be in English language. Supporting documents and printed literature furnished by the bidders shall be in English language.

### **1.3 VALIDITY OF PROPOSAL**

AMC requires that the proposal submitted in response to this document remain valid for acceptance for a period of not less than 90 working days from the date of submission of Technical Bid. The applicants should state in their response, any longer period for which their response remains valid. A proposal valid for shorter period may be rejected as non-responsive.

#### 1.4 AMENDMENT OF TENDER DOCUMENT

At any time before the deadline for submission of bids, AMC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by amending, modifying and/or supplementing the same. All prospective Bidders who have received this tender document shall be notified of any amendments, and all such amendments shall be binding on them without any further act or deed on AMC part. Such amendments will also be available on the websites on which BID notification is published. In the event of any amendment, AMC reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids. If AMC deems it appropriate to revise any part of this BID or to issue additional data to clarify an interpretation of provisions of this BID, it may issue supplements to BID. Any such supplement shall be deemed to be incorporated by this reference into this BID.

#### 1.5 CLARIFICATION ON BID RESPONSE

During Technical and Commercial evaluation of the Proposals, AMC may, at its discretion, ask Bidder for clarifications on their proposal.

#### 1.6 PURCHASE OF BID DOCUMENTS

The Bid documents would be made available online and interested bidders can download the bid documents free of cost.

#### 1.7 ELIGIBILITY CRITERIA

Sl. No.	Eligibility Criteria	Supporting Documents
1.	The bidders eligible for participation in the tender shall be single business entity registered under the Indian Companies Act or Partnership Act. No Consortium or subcontracting is allowed.	Attested Copy of Incorporation/ Partnership Certificate
2.	Bidder should have experience in implementing software solution for at least one Govt. Department in India. Purchase Orders/Work Orders/Work Done Certificated of the same has to be submitted in support of the same.	Attested Copy of Purchase Orders/Work Orders/Work Done Certificated for Verification.

3.	The bidder should have minimum 5 employees on Company Payroll. A self-attested certificate from HR department of the bidder is required in support of the same.	Self-Attested Certificate from HR of Company
4.	Bidder should have office set up in Aizawl	Copy of NOC/Ownership documents from House Owner

## 1.8 INFORMATION FOR PROPOSAL SUBMISSION

### a) CONTACT DETAILS

For further details and Bid documents please contact

IT Cell, Aizawl Municipal Corporation

### b) AUTHENTICATION OF BIDS

The Bid Document shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bid Document shall initial all pages of the Bid Document, including places where entries or amendments have been made.

### c) RIGHT TO TERMINATE THE PROCESS

AMC may terminate the BID process at any time without assigning any reason. AMC makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This BID does not constitute an offer by AMC. The bidder's participation in this process may result in AMC selecting the bidder for AMC to engage in further discussions toward execution of a contract. The commencement of such discussions does not, however, signify a commitment by AMC to execute a contract or to continue negotiations. AMC may terminate discussions at any time without assigning any reason.

### d) BID DOCUMENT FEE & EARNEST MONEY DEPOSIT (EMD)

- i. Bidders shall submit, along with their bids, EMD of Rs. 5000 in the form of a Cash or Demand Draft (DD) drawn from any scheduled/nationalized bank in favour of "**Municipal Commissioner, AMC**" payable at Aizawl, valid for 3 Months from the date of submission of the bid.

- ii. The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
- iii. Unsuccessful bidder's EMD will be discharged/ returned as promptly as possible.

## **2. BIDDING PROCESS**

### **2.1 SUPPLEMENTARY INFORMATION/CORRIGENDUM/AMENDMENT TO THE BID**

- a) If AMC deems it appropriate to revise any part of this BID or to issue additional data to clarify an interpretation of the provisions of this BID, it may issue supplements/corrigendum to this BID. Such supplemental information will be communicated to all the bidders by e-mail or fax and will also be made available on [www.amcmizoram.com](http://www.amcmizoram.com) any such supplement shall be deemed to be incorporated by this reference into this BID.
- b) At any time prior to the deadline for submission of bids, AMC, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder, AMC may modify the BID document by issuing amendment(s). All bidders will be notified of such amendment(s) by publishing on the websites, and these will be binding on all the bidders.
- c) In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, AMC, at its discretion, may extend the deadline for the submission of bids.

### **2.2 COST OF BID PREPARATION**

The bidder shall bear all costs associated with the preparation and submission of its bid and AMC shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. All costs incurred in connection with participation in the bidding process, including, but not limited to, costs incurred in participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by AMC to facilitate the evaluation process and in negotiating a definitive contract or all such activities related to the bid process will be borne by the bidder. This BID does not commit AMC to

award a contract. Further, no reimbursable cost may be incurred in anticipation of award.

Bidders shall furnish the required information on their technical and commercial proposals in the enclosed formats only.

### **2.3 RIGHT TO TERMINATE THE PROCESS**

AMC makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this BID does not constitute an offer by the AMC. The bidder's participation in this process may result in AMC selecting the bidder to engage in further discussions towards execution of a contract. The commencement of such discussions does not, however, signify a commitment by AMC to execute a contract.

### **2.4 BID SUBMISSION**

#### **a) AUTHENTICATION OF BIDS**

A letter of authorization shall be attached with the Technical Bid.

#### **b) LATE BIDS**

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.

#### **c) AVAILABILITY OF TENDER DOCUMENTS**

Tender documents can be downloaded from our website [www.amc.mizoram.gov.in](http://www.amc.mizoram.gov.in). The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the BID documents. Failure to furnish all information required as mentioned in the BID documents or submission of a proposal not substantially responsive to the BID documents in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the bid.

#### **d) MODE OF SUBMISSION**

The Technical & Financial both the Bids shall be submitted physically on the due date and time as specified in the BID only. The EMD in the form of Cash or Demand Draft along with the fully prepared Technical and Financial proposals shall be submitted in Hard copy. The entire proposal shall be submitted in sealed envelope individual with the caption of

the content inside the envelope and all the individual sealed envelope shall be sealed in another big envelope with the caption that **“Proposal against RFP No: M.13032/1/2015-AMC/IT-RFP2”**

**e) PROPOSAL FORMAT**

The bidder is expected to examine all the instructions, guidelines, terms and conditions and formats in the BID. Failure to furnish all the necessary information as required by the BID on submission of a proposal not substantially responsive to all the aspects of the BID shall be at bidders own risk and may be liable for rejection. The proposal as mentioned shall be submitted in two parts with separate envelope. Each part shall include the following information

**Technical Bid**

This bid shall contain the following documents

- Bidder Information form (details of the Bidder)
- Copies of company/ firm registration.
- Relevant Project experience details along with necessary work orders
- Technical Proposal comprising of Technical approach, methodology and work plan.
- Copy of Employee list

**Commercial Proposal**

Prices quoted by the Bidder shall be final and must be inclusive of all taxes. No open-ended Bid shall be entertained and the same is liable to be rejected straightaway.



### **3. FUNCTIONAL REQUIREMENT SPECIFICATIONS FOR PROPOSED SOLUTION**

The system must be designed with open standards in order to provide for interoperability with multiple platforms and avoid any technology or technology provider sole licencing.

Proposal must be submitted as per The Aizawl Municipal Council Display of Advertisement and Hoarding Regulations, 2013 and The Aizawl Municipal Council Licensing Regulations, 2012 failing with AMC has the right to reject the proposal.

### **4. BID OPENING AND BID EVALUATION PROCESS**

#### **4.1 BID OPENING**

- a) Purchaser reserves the rights at all times to postpone or cancel a scheduled bid opening.
- b) The bids will be opened in two parts, one for Technical Bid and one for Commercial bid of those bidders whose technical bid qualifies, in the presence of bidders' representatives and who choose to attend the bid opening sessions on the specified date, time and address.
- c) In the event of the specified date of bid opening being declared a holiday, the Bids shall be opened at the same time and location on the next working day. However if there is no representative of the bidder, Purchaser shall go ahead and open the bids.
- d) During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.

#### **4.2 OVERALL EVALUATION PROCESS**

- a) A tiered evaluation procedure will be adopted for evaluation of proposals, with the technical evaluation being completed before the commercial proposals are opened and compared.
- b) Purchaser will review the technical bids of the bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified.
- c) Purchaser shall assign technical score to the bidders based on the technical evaluation criteria. The bidders with a technical

score above the threshold as specified in the technical evaluation criteria shall technically qualify for the commercial evaluation stage.

- d) The commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive.

#### **4.3 EVALUATION OF TECHNICAL BIDS**

The evaluation of the Technical bids will be carried out in the following manner:

- The bidders' technical solution proposed in the bid document is evaluated as per the requirements specified in this document and adopting the evaluation criteria spelt out in this BID. The Bidders are required to submit all required documentation in support of the evaluation criteria specified as required for technical evaluation.
- Following will be the technical evaluation methodology:
  - a) Each Technical Bid will be assigned a technical score out of a maximum of 100 points.
  - b) Only the bidders, who score a total Technical score of 70 (Seventy) or more, will qualify for the evaluation of their commercial bids.
  - c) The commercial bids of bidders who do not qualify technically shall be returned unopened to the bidder's representatives after the completion of the evaluation process.
  - d) The technical scores of the bidders will be announced prior to the opening of the financial bids.
  - e) The technically shortlisted bidders will be informed of the date and venue of the opening of the commercial bids through a written communication.

#### 4.4 CRITERIA FOR TECHNICAL EVALUATION

The Evaluation Committee feels that the following parameters are critical for the success of this e-governance project and expects the bidders to provide accurate and precise information in their responses.

Sl. No.	Parameter	Supporting Documents	Max points
1	Experience of bidder in implementing e-governance solutions	Client Certificates for successful implementation of the work	20
2	Experience of bidder in implementing e-governance solutions for Municipal Corporation in India	Client Certificates for successful implementation of the work	10
3	Experience of bidder in implementing OBPAS software solutions	Client Certificates for successful implementation of the work	20
4	<b>Technical Proposal</b> Overall understanding and functional Proposal of Building Plan approval system with following modules	Proposal Document	30
5	<b>Maintenance Terms &amp; Condition</b>	Documents of Terms and Condition	20
<b>Total</b>			<b>100</b>

#### 5. AWARD OF WORK

##### 5.1 AWARD CRITERIA

After evaluation of the proposals, a contract will be awarded to the most responsive bidder, whose proposal conforms to the BID and is, in the opinion of the Purchaser, the most advantageous and represents the best value to the project, price and other factors considered.

## **5.2 NOTIFICATION OF AWARD**

Prior to expiry of the validity period, the Purchaser will notify in writing that the successful bidder's proposal has been accepted. Upon the successful bidder's furnishing of a Performance Bank Guarantee, the contract signing process will commence. In case the successful bidder is unable to furnish the Performance Bank Guarantee, the Purchaser may invite the bidder which secures second rank in order of the total score of evaluation.

## **5.3 SIGNING OF AGREEMENT**

Once the Purchaser notifies the successful bidder that its proposal has been accepted, the Purchaser shall enter into a separate Agreement, incorporating all agreements (to be discussed and agreed upon separately) between the Purchaser and the successful bidder.

## **6. TERMS AND CONDITIONS OF CONTRACT**

6.1 The successful Vendor shall furnish Security Deposit.

6.2 AMC has the right to terminate the contract if the successful bidder could not complete the project.

### **6.3 STANDARDS OF PERFORMANCE**

The Bidder shall perform the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Bidder shall always act in respect of any matter relating to this contract as faithful advisor to AMC. The Bidder shall always support and safeguard the legitimate interests of AMC, in any dealings with the third party. The Bidder shall abide by all the Provisions/Acts/Rules etc. of Information Technology prevalent in the country and conform to the standards laid down in BID in totality.

### **6.4 DELIVERY AND DOCUMENTS**

The applicant shall submit all the deliverables on due date as per the delivery schedule. The applicant shall not without AMC's prior written consent disclose the Contract, drawings, specifications, plan, pattern, samples to any person other than an entity employed by AMC for the performance of the Contract. In case of termination

of the Contract, the entire document used by applicant in the execution of project shall become property of AMC.

Bidder shall provide all necessary support whenever requested by AMC during the period of project implementation.

#### **6.5 EXTENSION OF PERIOD OF VALIDITY**

In exceptional circumstances, AMC may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be communicated through email.

Extension of validity period by the Bidder shall be unconditional. The EMD mentioned in BID shall also be suitably extended. A Bidder granting the request will not be permitted to modify the bid.

#### **6.6 LIQUIDATED DAMAGES**

If the bidder fails to deliver any or all of the features or does not perform the Services within the time period(s) specified in the Contract because of the reasons' not attributed to AMC, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.25% percent of the price of the undelivered stores at the stipulated rate for each week or part thereof during which the delivery of such stores may be delayed subject to a maximum limit of 10 percent of the stipulated price of the stores so undelivered. Such penalty is to be deducted always by the Purchaser from the bill of the firm or make purchase elsewhere on the account and risk of Vendor. Once the maximum of the damages above is reached, the Purchaser may consider termination of the Contract. The condition of liquidated damages is applicable provided that the Software finally works and is of use to AMC. In the eventuality that the Software is not capable of scrutinizing building plans as required by AMC, then AMC can terminate the contract at any stage and the termination payment shall be based on the last completed stage as per payment schedule given under payment terms. However, the performance security shall be forfeited.

#### **6.7 TERMINATION FOR INSOLVENCY**

AMC may at any time terminate the contract by giving 30 days written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without

compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the AMC

#### **6.8 TERMINATION FOR CONVENIENCE**

AMC may at any time by giving 30 days written notice to the Bidder, terminate the contract, in whole or part, for its convenience. The notice of termination shall specify the termination is for the AMC convenience, the extent to which performance of the Bidder under the contract is terminated, and the date upon which such termination becomes effective.

The Software that is complete and ready for shipment within 30 days after the Bidder's receipt of notice of termination shall be accepted by the AMC at the contract terms and prices. For the remaining Software, the AMC may elect to have any portion completed and delivered at the contract terms and prices at its discretion

#### **6.9 PAYMENT TERMS:**

- 20% of cost of the project as mobilization Advance against submission of Acceptance of The project and another 70% of cost of Project after successful completion of the Project.
- **10% of the cost of the project will be released after 1 year from the date of launching of the software if the software is working as per the proposal submitted by the bidder.**
- The bidder shall be responsible for the costs towards travel/stay, daily allowance or any other allowances with respect to their staff deployed for the execution of this project before or after the award of the contract.

#### **6.10 THE BID SECURITY/ EMD MAY BE FORFEITED**

If a Tenderer withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or

In the case of a successful Tenderer, if he fails within the specified time limit to:

- a) Sign the Agreement or,
- b) Furnish the required Bank Guarantee.

### **6.11 INDEMNITY**

Bidder shall indemnify, protect and save the Purchaser against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respects of all the hardware and software supplied by him. The Intellectual property (IP) rights of the proposed software will remain with the Bidder.

### **6.12 RESOLUTION OF DISPUTES**

The Purchaser and the Bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Purchaser and the Vendor have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration. All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to the Commissioner, Aizawl Municipal Corporation (AMC). The Arbitration and Conciliation Act, 1996, shall apply to the arbitration proceedings and the venue of the arbitration shall be Aizawl.

### **6.13 FORCE MAJEURE**

If either party is unable to perform any of its obligations under this Agreement because of circumstances beyond the reasonable control of the party, such as an act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labour, materials, equipment, transportation or energy sufficient to meet needs (a "Force Majeure Event") the party who has been so affected shall immediately give notice to the other party and shall do everything reasonably practicable to resume performance, except that Company shall not be excused in any event from its payment obligation. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended for the period of such Force Majeure Event. If the period of non

performance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may give written notice to terminate this agreement.

#### **6.14 MISCELLENIOUS**

The documented results of the work assignment(s) carried out by the Bidder, in any form, will be the sole property of the AMC after execution of the project. The Bidder shall not announce, release or discuss with any third parties, the information regarding this Contract or the Services nor include AMC name or logo in any advertising or marketing materials without prior written approval from AMC. The Bidder will not have any rights to share any information about this contract in any form except for testimonials as may be issued by AMC. In the event the Bidder's Company or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with the AMC should be passed on to the new company/ new division for compliance post take over. In the event of non-compliance, the Bidder will ensure that due damages are cleared by the buying company failing which legal actions will be taken for remedy.



(Dr. H. LALTHLANGLIANA)

**Commissioner**

Aizawl Municipal Corporation

Memo No. M.13032/1/2015-AMC/IT : Dated, Aizawl the 28<sup>th</sup> December 2018

**Copy to:**

- 1) PA to Secretary, AMC for information and necessary action.
- 2) IT Cell, AMC with a request to upload on the website.
- 3) The Editor, \_\_\_\_\_ for publication on his newspaper.
- 4) Guard File

**Secretary**

Aizawl Municipal Corporation