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

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

## **Disclaimer**

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

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

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

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

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

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

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

## 1. Background

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

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

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

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

## 2. Important Dates

Date of downloading of RfP document	02/ 03 /2016 onwards
Last Date and Time for submission of Proposal	16/ 03/2016 upto 2:00 PM
Date, Time & Venue of Technical Bid Opening	16/ 03/2016 at 2:30 PM Venue: Conference Hall, GMC, Panbazar, Guwahati-1
Address for Communication	The Commissioner, Guwahati Municipal Corporation, Panbazar, Guwahati- 781001, Assam

### Note:

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

### 3. SCOPE OF WORK

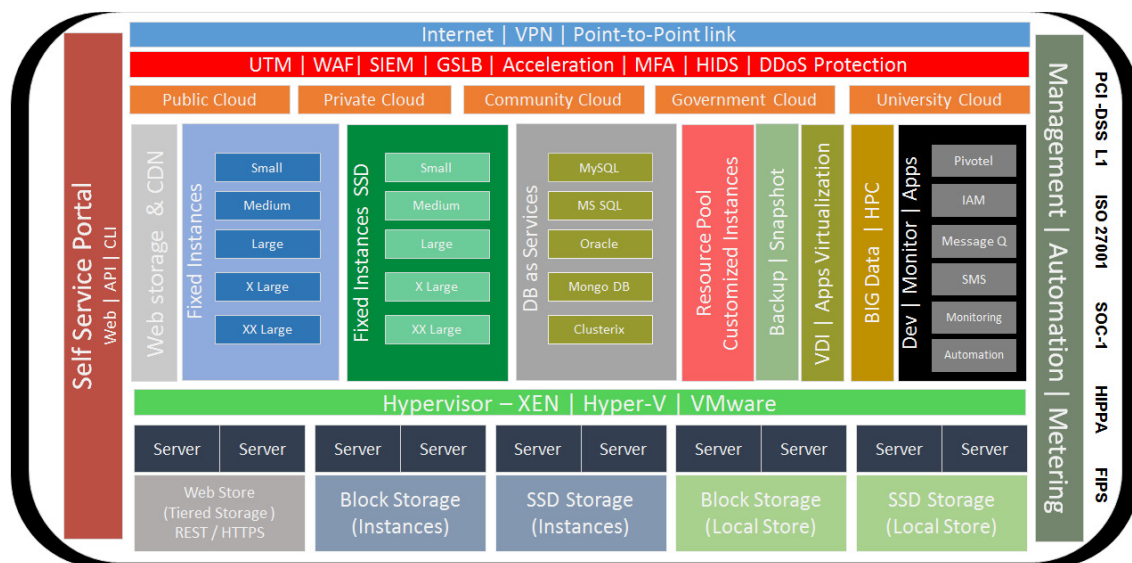
A. General:

**i. Cloud Reference Features:**

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

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

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



**a. Scalability**

(a) Scalable Compute Instances

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

(b) Single Orchestration layer with Multi Hypervisor Native Integration such as

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

- (c) Persistent Block Storage
  - SSD Storage (High IOPS)
  - Provisioned IOPS Storage (SAS)
  - SAS Storage (Mid IOPS)
  - Snapshot functionality
  
- (d) Cloud Storage
  - Object Storage – REST API / REST WEB GUI
  - Archival Storage (Lowest tiered)
  
- (e) Network and Connectivity
  - Integrated Internet with bandwidth on demand
  - IPv4 and IPv6 support
  - Integrated Content Distribution Network with atleast 5 POPs in India
  - Terminate MPLS and Leased Lines (Cross Connect)
  
- (f) OS Build
  - Linux (32 / 64 Bit) – CentOS, RHEL, SUSE, Ubuntu
  - Open Solaris
  - Windows (32 / 64 Bit) – Windows 2008 and 2012 Std and DC Edition
  
- (g) Imaging Services
  - Creation of custom virtual server images – Golden Templates
  - Client to create and share the custom virtual server images
  - Option for Public / Private for custom server images
  - Image Template Creation (Import / export) – VMWare, Hyper-V, XEN, AMI, Open Source
  
- (h) Database as services for custom and cots applications
  - MySQL
  - Postgres
  - Microsoft SQL -- 2008 above Editions
  - Oracle
  - Database as service
  - Schema as service
  - Mongo – DB
  - Scale-out DB
  
- (i) Big Data Instance Provisioning
  - Hadoop services
  - MongoDB Services
  - Hosted workforce applications
    - Email as a service
    - web Chat as a service

- Audio conference as a service
- Video Conference as a service
- Desktop as a Service

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

- (a) 4 Copies of each data
  - 2 Copies in primary data center with synchronous replication for both application and data.
  - 3<sup>rd</sup> copy in a different seismic zone with asynchronous replication with user defined parameters for both application and data.
  - 4<sup>th</sup> backup in near site with user defined parameters
- (b) Automated Network failover using global load balancing
  - Auto Scale using Layer 7 Load Balancer with sticky bits
  - DR as a Service GUI
    - Monitor & Manage Availability end-to-end from the perspective of Business Availability, Processes, People and the Facilities.
    - Fully Customizable Orchestration for Application / DB recovery over Cloud/Enterprise DR.
    - Automated end-to-end Application Recovery in case of DR in a single click.
    - Agent Less/Script -less Product Manages/Automates Databases, Applications, Network and Change Management for a Heterogeneous Environments of an Enterprise.
    - DNS and Firewall Integration and Automation
    - SMS integrated Business Availability plans with mustering and testing.

**c. Security and Confidentiality**

- (a) Virtual Firewall – Industry Standard
- (b) Federated Single Sign on with Identity as a Service
- (c) One Time Passwords
- (d) Multi-Factor Authentication
- (e) Log Analyzer
- (f) Host based Intrusion Detection System
- (g) Security Incident and Event Management
- (h) Integrated Vulnerability Assessment
- (i) Internet DDoS Protection as a service
- (j) Private Virtual Private Zones
- (k) Web Application Filter for OWASP Top 10 protection as a service
- (l) Encrypted VM
  - i. Integration with Certificate Authorities
  - ii. Support for Hardware Security Modules
  - iii. Integration of SSL certificates

#### **d. Management**

- (a) Provide a single Management Console
  - Self Service portal development
  - Automation & Orchestration
  - Capacity Management
  - Life Cycle Management
  - Product Catalogue Management
  - Monitoring and Reporting
  - Helpdesk Management
  - Single view of subscribed Infrastructure
  - Consolidated view of the availability, integrity and consistency of the Web/App/DB tiers
- (b) User Profile and Permission (RBAC) with the ability to define IT Management, Billing and management roles
- (c) Portal web Access management with out of the band federated Single Sign on with SMS based OTP
- (d) Integrated Asset management and trouble ticketing with SMS integration
- (e) Ticket based support system with priority based SLA and SLM
- (f) Billing hourly, monthly
- (g) Centralized Monitoring & Management and Reporting with support for all enterprise and open platforms
  - Alerts on event threshold and policy based actions upon deviations.
  - Internet Data Transfer
  - Virtual Instances (vCPU, vMemory, Storage and Network Port)
  - Storage Volume (Read/Write and IOPS)
  - Load balancer (Latency, Sum Requests, HTTP 4XXs, 5XXs, 2XXs)
  - Hadoop (HDFS, Node and Job trackers)
  - Application Services (IIS, TomCat, JBOSS, Websphere, Glassfish, Oracle Ebiz, SAP, etc)
  - Database Monitoring (Database Monitoring: - Oracle, MySQL, MSSQL Server, DB2, Sybase, PostgreSQL, Memcached, Database Query Monitor, MongoDB, Cassandra, Redis server)

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

- Mitigates and drastically reduces DR operational risks at a favourable price-point
- Provides real-time visibility of Production and DR environment to Business through Executive dashboard
- Enables proactive-metric driven decision making while invoking DR
- Agentless architecture for easy and hassle-free deployment
- Verifies business Availability with simplified DR related tests, even without involving Production downtime

- Automates real-time failover and fallback procedures; Switchover and Switchback procedures.
- Parallel processing of recovery workflows, for achieving better RTO.
- Split-brain execution during DR invocation in a distributed model at DR to avoid single-point of failure.
- Fully integrated with Virtualized Environments.
- Optimizes replication between Production and DR sites.
- Ensures the availability, integrity and consistency of the Web/App/DB tiers.
- Identifies deviations and raises alerts to prompt the administrator to take action
- Offers a holistic view of complex heterogeneous IT environment
- Helps reduce the bandwidth and storage requirements
- Business growth and agility is dramatically improved
- Alerts on event threshold and policy based actions upon deviations.
- Central Management console for automated DR drills, Application start/stop activities, etc.
- Pre-flight checks for DR drill activities.
- Dynamic UI based multi format reports exportable in popular reporting engines.
- Built-in Enterprise cross-platform file based replicator.
- Application centric disaster recovery management
- Ease of access through Remote management
- Role based user access Management in secured way

**B. SOLUTION SPECIFIC**

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

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

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



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

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

- i. Organisation Data:
  - a. Should be incorporated under India Companies Act.
  - b. Should have defined its business intent to include Data center and related services as part of its articles of association.
  - c. Should be established minimum 6 years as on 1st April 2015 and profit making for last 3 yrs.
  - d. Should not have been blacklisted by any Govt/Banks or PSU's
  - e. Should have a business accrual from ITES related services in balance sheet of last 3 yrs as following:
    - i. FY 2011-2012 > INR 50 Crore
    - ii. FY 2012 – 2013 > INR 75 Crore
    - iii. FY 2013-2014 > INR 100 crore
- ii. Requirement Specific Data
  - a. Should own and operate at least 2 Data centres in India with a min capacity of 500 racks being operational at each location
  - b. The data centres should have been operational with min 5 clients at each location having a contract value > 1 cr Annual Recurring revenue and atleast 1 yr or above in existence
  - c. There should be min 10 clients which are from Govt/PSU or nationalised banks
  - d. Should have a Public Cloud pay-as-you go model offering for IAAS for the last 2 yrs with min 50 clients and provide the proof of the same
  - e. Should have a Private Cloud offering for IAAS and minimum 10 customers of repute from the top 1000 companies worldwide or top 100 companies in India
- iii. Quality Related data
  - a. The data centres should have a capability to provide 99.985% or above uptime and should be Tier3 or above certified under TIA 942 or Uptime certifications by a 3<sup>rd</sup> party
  - b. The data centres should have the necessary security Managements and certified for ISO 27001 at all locations
  - c. The NOC should be part of data centers and the managed services quality should be certified for ISO 20000:1
  - d. The provider should be certified for ISO 22301: Business Availability and Disaster Recovery

- e. The Datacenter provider is desirable to provide service assurance and effectiveness of Managements as per SSAE 16 guidelines and provide SSAE 3402 certifications
- f. The specific cloud provided to the requirement should be certified for **Cloud Security Alliance Standards** within 6 months of its go live date
- g. The cloud provider should adhere to the ever evolving stringent guidelines as defined by CERT-IN, e-gov standards and DIETY and should agree to undergo onsite engineering and security 3<sup>rd</sup> party audits mutually agreed and appointed by the end customer

#### 5. **Contractual & Payment Terms**

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

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

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

viii. Audit: As per quality related data mentioned in the document

**6. Bid Processing Fee**

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

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

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

7.1 The Bid Security/ EMD shall be in the form of a FDR/TDR or Bank Guarantee issued by a Nationalized/Scheduled Bank drawn in favour of the Commissioner, Guwahati Municipal Corporation, payable at Guwahati as per the specified format herein. GMC shall not be liable to pay any interest on the Bid Security/EMD so made and the same shall be interest free.

7.2 The Bid Security will be returned as promptly as possible of all the unsuccessful Bidders. The Bid Security of Selected Bidder will be returned, without any interest, upon the Selected Bidder signing the Agreement and providing the Performance Security in accordance with the provisions of the Agreement. In addition to the above, GMC will within 60 days release all Bid Securities in the event GMC decides to terminate the bidding proceedings or abandon the Project.

7.3 GMC shall reject the bid which does not include the Bid Security/ EMD as a part of Technical Bid. GMC shall reject the bid, 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 RfP document. The entire Bid Security/EMD shall be forfeited in the following cases:

7.3.1 If the Bidder withdraws its bid;

7.3.2 If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the validity period of the bid;

7.3.3 If the Selected Bidder fails to submit the Performance Bank Guarantee(s) in favour of GMC or fails to sign the Agreement within the stipulated timeframe.

7.3.4 If the Selected Bidder fails to meet any other pre-requisite for signing of Agreement as per the terms of this RFP

**8. Performance Bank Guarantee**

The selected Bidder shall have to furnish performance security by way of an irrevocable bank guarantee, issued by a nationalized/scheduled bank located in India in favour of the Commissioner, Guwahati Municipal Corporation for an amount calculated @ 4.0% (Four Percent) of the total project cost within 15 (Fifteen) days from the date of issue of LoI. The Performance bank guarantee should be kept valid 45 days beyond the expiry of Contract period.

8.1 The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or

remedy hereunder or in law or otherwise, the Performance Security, if available, shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- 8.1.1 If the bidder engages in any of the Prohibited Practices specified in this RFP;
- 8.1.2 If the Bidder is found to have a Conflict of Interest as specified herein; and
- 8.1.3 If the selected Bidder commits a breach of the Agreement.

**9. Contract Agreement**

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

**10. Right to amend document**

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

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

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

**12. Number of Proposals**

No Bidder shall submit more than one Proposal for the proposed work. Also, no bidder shall participate as a Consortium/Authorised Partner with more than one bidder.

**13. Currency**

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

**14. Due diligence**

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

**15. Cost of bidding**

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

**16. Period of Validity**

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

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

**17. Time of Completion**

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

**18. Delay in Completion of Work**

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

**19. Termination of Contract**

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

**20. Sub Contracting**

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

**21. Indemnity**

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

**22. Date of Reckoning**

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

**23. Authentication of Proposal**

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

**24. Language of Proposal**

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

**25. Validation of Interlineations in Proposal**

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

**26. Sealing and Marking of Proposal**

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

**27. Address for Proposal submission**

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

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

**28. Rejection of Proposal**

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

**29. Submission of Work Plan**

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

**30. Intellectual Property Right**

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

### 31. **Penalty for default**

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

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

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

### 32. **Service Level and Penalty**

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

### 33. **Warranty**

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

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

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

**33.3 Configuration Management and Version Control:** As the application undergoes enhancements and modifications due to problem requests, defect fixes and change requests, it becomes increasingly important to keep the source code under version control and the system under configuration management. Selected Bidder shall in ensuring that a copy of the production environment is backed up and stored in the repository before the new / modified components are copied to Production.

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

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

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

**34. Maintenance**

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

**35. Confidentiality**

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

**36. Evaluation Process**

36.1 The Financial Proposals received by the Authority will remain sealed and unopened in possession until the Technical Proposal has been tested for their responsiveness to RFP and result of Technical Evaluation is complete.

36.2 The Authority would open the Technical Proposal on the date mentioned against the Date for Submission of Proposals in the Schedule of Bidding Process or on the extended Date for Submission of Proposals. Financial Proposals shall not be opened at this stage.

36.3 The cost proposed by the bidder for the component will be considered to be final for all the ensuing calculations. If there is any cost over-run whatsoever, over and above the proposed cost of the bidder, then the bidder shall have to bear the same

36.4 Proposals for which an acceptable notice of withdrawal has been submitted shall not be opened.

36.5 The Technical Proposal shall be opened in the presence of Bidders' representatives, who choose to attend. Bidders' representatives attending the Proposal Opening shall register to evidence their presence.

36.6 The following information will be announced at the Proposal Opening and recorded:

36.6.1 Bidder's names,

36.6.2 Names of Consortium Members

36.7 The Authority would subsequently examine responsiveness of Proposals in accordance with the criteria set out herein.

36.8 After the Proposal Opening, information relating to the examination, clarification and evaluation of Bids and recommendations concerning the Bid Award shall not be disclosed except as underlined in this RFP.

**37. Proposal Evaluation**

37.1 The Project will be awarded to the Bidder, who submits a responsive Bid, meets the minimum technical criteria for undertaking the Project and offers to enter into an Operation Agreement on the best financial terms.

37.2 The Technical Proposals will undergo evaluation as per the criteria and process specified in RFP and would be assigned a score. The bidders whose technical proposal meets the minimum threshold score shall be considered for financial evaluation. The Authority reserve the right to reject the Proposals, which do not meet the technical parameters stipulated in the RFP.

37.3 For financial evaluation, the total cost indicated in the Financial Proposal, will be considered.



37.4 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfil its obligations within the total quoted price shall be that of the Bidder. The Bidder submitting the lowest Financial Proposal will be declared as the preferred bidder.

37.4.1 The Selected Applicant shall be the Applicant having the lowest Financial Proposal. The second lowest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the L1 Applicant withdraws, or fails to comply with the requirements specified herein, as the case may be.

### **38. Test of responsiveness**

38.1 The Technical Bids submitted by Bidders/ Bidding Consortium shall be initially scrutinized to establish "Responsiveness". Any of the following conditions may cause the Bid to be considered "Non responsive", at the sole discretion of the Authority:

38.1.1 Bid not meeting any of the conditions mentioned in RfP; or

38.1.2 Bid not accompanied by a valid EMD; or

38.1.3 Bid not accompanied by a Bid Processing Fees, which shall be non-refundable. This amount shall be payable by a crossed demand draft or banker's cheque drawn in favour of Commissioner, Guwahati Municipal Corporation payable at Guwahati;

38.1.4 Bid not signed by authorised signatory in the manner and to the extent indicated in this RfP and non submission of Power of Attorney; or

38.1.5 Bid validity being less than that required in this RfP; or

38.1.6 Bid not containing all the Annexure given as part of the Technical bid; or

38.1.7 Bid being conditional

38.1.8 Any request for change in composition of a Consortium or change from Bidding Company to Bidding Consortium or Change in Ownership has not been permitted by the Authority

38.1.9 Bids having Conflict of Interest

38.2 Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

38.2.1 Which affects in any substantial way the scope, quality, or performance of the Project, or

38.2.2 Which limits in any substantial way, inconsistent with the RFP, rights of the Authority or the obligations of the Bidder.

38.2.3 Which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

38.3 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

### **39. Preparation & Submission of Bids**

#### **39.1 Language**

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless

specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

### **39.2 Format and signing of Proposal**

39.2.1 The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

39.2.2 The Bidder shall prepare one original set of the Proposal (together with originals/copies of Documents required to be submitted along **therewith** pursuant to this RFP) and clearly marked “ORIGINAL”. In addition, the Bidder shall submit 1 (one) copy of the Proposal, along with Documents, marked “COPY”. In the event of any discrepancy between the original and its copies, the original shall prevail.

39.2.3 The Proposal, and its copy, shall be typed or written in indelible ink, signed by the authorised signatory of the Bidder who shall initial each page, in blue ink and properly bounded. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “Authorised Representative”) as detailed below:

39.2.3.1 by the proprietor, in case of a proprietary firm;

39.2.3.2 by a partner, in case of a partnership firm and/or a limited liability partnership;

39.2.3.3 by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation;

39.2.3.4 by the authorised representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified by a notary public in the form specified herein shall accompany the Proposal (if required).

39.2.4 Bidders should note the Proposal due date as specified above, for submission of Proposals. Except as specifically provided in this RfP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal due date. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

### **39.3 Preparation of Proposal**

39.3.1 The Bidder would provide all the information as per the Bidding 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.

39.3.2 The currency for the purpose of the Bid shall be Indian Rupees.

39.3.3 The Proposal should be submitted in 2 (Two) separate envelopes and put together in 1 (one) single outer envelope and each envelope should be addressed to the Commissioner, Guwahati Municipal Corporation, Panbazar, Guwahati – 7810 01 and should bear the name of the project and the Bidder. The contents of both the envelopes are explicitly mentioned below:

#### **Envelope 1: Technical Bid shall consist of the following:**

- a. Bid Processing Fee Demand Draft / Bankers’ Cheque (Non-refundable)

- b. Earnest Money Deposit – FDR/TDR/Bank Guarantee (Refundable)
- c. Technical Bid Submission Forms
- d. Bidder Information Form
- e. Proof of presence in North-East or Undertaking, if applicable
- f. Anti-collusion undertaking
- g. RfP document and its Annexure and Addenda/Corrigenda, each page duly stamped and signed by the authorized signatory.
- h. Certificate of incorporation
- i. Power of Attorney issued by the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the Bid, in the form attached hereto.
- j. Covering Letter as per prescribed Format
- k. A technical note on the Project aspects covering the broad aspects as detailed out herein.

**Envelope 2: Financial Bid shall consist of the following:**

Envelope 2 should contain only the duly filled in Financial Bid of the Bidders as per the format specified herein. No condition, other than specified shall be attached with the financial bid. It will be opened in the presence of representative of Technically Qualified Bidders, who wish to be present.

**39.4 Sealing and Marking of Proposal**

39.4.1 The Bidder shall seal each of the envelopes duly marking each envelope as “TECHNICAL BID” AND “FINANCIAL BID” respectively.

39.4.2 The Bidder shall put the 2 (two) separate envelopes containing the Technical Bid and Financial Bid respectively in a single outer envelope and seal the outer envelope. The outer envelopes shall clearly bear the following identification.

**“REQUEST FOR PROPOSAL FOR DATA CENTER FOR HOSTING OF WEB BASED SOFTWARE SOLUTIONS.”**

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

39.4.3 Bid submitted by a Bidder, where such Bidder is a consortium should comply with the following additional requirements:

39.4.3.1 Maximum number of members in a consortium would be limited to 3 (three);

39.4.3.2 Wherever required, the bid should contain the information required for each member of the Consortium;

39.4.3.3 The Bid should include a description of the roles and responsibilities of individual members of the Consortium;

39.4.3.4 Members of the consortium shall nominate one member as the Lead Member in line with terms of the RfP 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.

**40. Force Majeure**

Neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or

public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation facilities, in each case, provided that (i) such event is outside the reasonable control of the affected party; (ii) the affected party provides prompt notice to the other party, stating the period of time the occurrence is expected to continue; and (iii) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

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

#### **42 Acknowledgement by Bidder**

42.1 It shall be deemed that by submitting the Proposal, the Bidder has:

42.1.1 Made a complete and careful examination of the RFP;

42.1.2 Received all relevant information requested from the Authority;

42.1.3 Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in above;

42.1.4 Satisfied itself about all matters, things and information, including matters referred to herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;

42.1.5 Acknowledged that it does not have a Conflict of Interest; and

42.1.6 Agreed to be bound by the undertaking provided by it under and in terms hereof.

42.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

#### **43 Right to reject any or all Proposals**

43.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

43.2 Without prejudice to the generality of Clause 42.1.1, the Authority reserves the right to reject any Proposal if:

43.2.1 at any time, a material misrepresentation is made or discovered, or

43.2.2 The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

43.3 Misrepresentation/ improper response by the Bidder may lead to the disqualification. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

- 43.4 The Bid is not accompanied by documents and annexure required to be submitted in accordance with the RfP document; or
- 43.5 Failure to comply with the requirements of this RfP document; or
- 43.6 Any Bid that is received after the Proposal Due Date; or
- 43.7 Any bid that is not accompanied by the requisite bid processing Fee and/or Earnest Money Deposit.

**44 Clarifications**

- 44.1 Bidders requiring any clarification on the RFP may send their queries to the Authority in writing at [guwahaticom@gmail.com](mailto:guwahaticom@gmail.com) , before the closing date.
- 44.2 The responses will be addressed individually via e-mail.
- 44.3 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging the Authority to respond to any question or to provide any clarification.

**45 Amendment of RFP**

- 45.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by the, modify the RFP document by the issuance of Addendum/ Corrigendum and the amendments will be posted on the official website and will be binding on all Bidders.
- 45.2 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal due date.

**46 Late Proposals**

Proposals received by the Authority after the specified time and date shall not be eligible for consideration and shall be summarily rejected.

**47 Modification/ Substitution/ withdrawal of Proposal**

- 47.1 The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to proposal due date. No Proposal shall be modified, substituted, or withdrawn by the Bidder on or after the proposal due date.
- 47.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate at the address of submission specified.
- 47.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the proposal due date, unless the same has been expressly sought for by the Authority, shall be disregarded.

**48 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

**49 Indemnity**

The successful Bidder shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not less than 3 (three) times the value of the Agreement, for any direct or indirect loss or damage that is caused due to any deficiency in Services.

**50 Fraud and corrupt practices**

50.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.

50.2 Without prejudice to the rights of the Authority hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if the Bidder or Successful Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Successful Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Successful Bidder, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

50.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

50.3.1 “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

50.4 “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

50.5 “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

50.6 “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

**51 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.

**52 Miscellaneous**

52.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at **Guwahati** shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Selection Process.

52.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

52.2.1 suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

52.2.2 consult with any Bidder in order to receive clarification or further information;

52.2.3 retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or

52.2.4 Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

52.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

52.4 Unless otherwise specified, the RfP Document shall mean the complete set of documents along with all Annexure and subsequent Addendum/Corrigendum, if any.

52.5 Authority will not be responsible for any delay, loss or non-receipt of bids sent by post / courier. Further, Authority shall not be responsible for any delay in receiving the Proposal and reserves the rights to accept/ reject any or all Bids without assigning any reason thereof.

52.6 Further, the complete proposal must be submitted with all pages numbered serially, along with an index of submissions, Bid Processing Fee and Bid Security/EMD. The Bid Processing Fee & Bid Security/ EMD shall be submitted in the envelope containing the Technical Bid. The Bidders are required to submit all details only as enumerated in the tender. In the event of any of the instructions

mentioned herein not being adhered to, the Authority shall have the right to reject the Bid at any stage.

- 52.7 All documents and other information supplied by the Authority or submitted by the Bidder shall remain or become, as the case may be, the property of the Authority.
- 52.8 The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential. The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
- 52.9 The bidder is free to carry out investigations as may suit him for the purpose of understanding the Project and submitting Bid.
- 52.10 The Selected Bidder would ensure compliance of all the applicable laws, rules, legislations and guidelines required to be met for the Project. Any default to the compliance requirements would be default on part of the Selected Bidder and could lead to termination of the agreement.
- 52.11 The confirmation and cross checking of the details provided shall be sole responsibility of the Bidders and the Authority and/or any of its officers/representatives shall not be held responsible for the same in any manner whatsoever.
- 52.12 All the specifications mentioned herein, if not explicitly mentioned shall be of the latest industry standards.



**FORMAT FOR COVERING LETTER FOR PROPOSAL SUBMISSION**  
**(On the Letterhead of the Bidder or Lead Member in case of a Consortium)**

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

Sub: - Hosting of Web-based Software Solutions.

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

Dated

Sir,

Being duly authorized to represent and act on behalf of Lead Member (in case of consortium)/Sole Applicant. I, the undersigned, having reviewed and fully understood all of the Proposal requirements and information provided hereby submit the Proposal for the Project referred above.

I am enclosing the Proposal (one original), with the details as per the requirements of this RFP, for your evaluation. The Proposal, including the Bid Security shall be valid 180 Days from the Proposal Due Date and the Bid Security shall be valid up to 45 days beyond the proposal validity period

Dated this .....Day of .....2016

Name of the Lead Member/Person

Signature of the Authorised Person

.....

Name of the Authorised Person

.....

Designation of the Authorised Person

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF  
PROPOSAL**

**(On Non – judicial stamp paper of Rs. 100/- duly attested by a Notary  
Public)**

**POWER OF ATTORNEY**

Know all men by these presents, we (name and address of the registered office of the Sole Applicant/ Lead Member/ Member) do hereby constitute, appoint and authorize Mr. / Ms. ----  
----- R/o (name and address of residence) who is presently employed with us and holding the position of -----  
----- as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the consortium consisting of, and (please state the name and address of the members of the consortium) for (Name of the Project) (the “Project”), including signing and submission of all documents and providing information / responses to Guwahati Municipal Corporation representing us in all matters in connection with our bid for the said Project.

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

For (Signature)

(Name, Title and Address)

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

**Notes:**

- \* To be executed by the Sole Applicant or all members including the Lead Member in case of a Consortium.
- \* The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- \* Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).

**FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER  
OF CONSORTIUM**

**(On Non – judicial stamp paper of Rs 100 duly attested by notary public)**

**POWER OF ATTORNEY**

Whereas the Guwahati Municipal Corporation has invited proposals from the bidders following RfP for (Name of the Project) for Guwahati Municipal Corporation, Guwahati (the “Project”).

Whereas, M/s -----, M/s -----,  
and M/s -----

(the respective names of the members along with address of their registered offices) have formed a Consortium and are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP), Agreement and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP 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 or in the alternative to appoint one of them as the Lead Member who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium’s bid for the Project.

**NOW THIS POWER OF ATTORNEY WITNESSETH THAT:**

We, M/s -----, M/s -----and M/s -----  
-- (the respective names of the members along with address of their registered offices) do hereby designate M/s -----(name along with address of the registered office) 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, deed or things necessary or incidental to the Consortium’s bid for the Project, including submission of Proposal, participating in conference, responding to queries, submission of information / documents and generally to represent the Consortium in all its dealings with Guwahati Municipal Corporation, any other Government Agency or any person, in connection with Project until culmination of the process of bidding and thereafter till the Agreement is entered into with Guwahati Municipal Corporation.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney.

Dated this day of 2016. Executant(s)]

(To be executed by all the members in the Consortium and accepted by the Lead Member)

**Note:**

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as resolution/ Power of attorney in favour of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.

**Annexure-IV****TECHNICAL BID  
(On the Letterhead of the Bidder or Lead Member in case of a Consortium)**

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

Signed by an authorized Officer of the Company/firm

Title of Officer

Name of Company/Firm

Date

**Format for Affidavit for Non-criminality**  
**(In case of Consortium to be given separately by each member)**  
**(On Non – judicial stamp paper of Rs 100 duly attested by notary public)**

1. I, the undersigned, do hereby certify that all the statements made in our proposal are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s\_\_\_\_\_ nor any of its directors/constituent partners have abandoned any work in India or any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this application.
3. The undersigned also hereby certifies that neither our firm M/s\_\_\_\_\_ nor any of our consortium partner namely M/s\_\_\_\_\_ & M/s\_\_\_\_\_ have abandoned any contract/work of GMC or Govt. of Assam and or blacklisted by any State/Central Govt. agencies in participating from any bidding/tendering process.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by GMC to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the GMC.

Signed by an authorized Officer of the Company/firm

Title of Officer

Name of Company/Firm

Date

**EXPERIENCE IN HOSTING OF WEB-BASED SOFTWARE SOLUTIONS  
(On the Letterhead of the Bidder or Lead Member in case of a Consortium)**

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

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

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

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

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

Signed by an authorized Officer of the Company/firm

Title of Officer

Name of Company/Firm

Date

**Curriculum Vitae (CV) of Professional Personnel<sup>@</sup>**  
**[On the letter head of bidding Company/Each Member in a Bidding Consortium]**

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

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

**Certification:**

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

Place.....

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

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

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

**FORMAT OF DISCLOSURE**

**[On the letter head of bidding Company/Each Member in a Bidding Consortium]**

We hereby declare that the following companies with which we/have direct or indirect relationship are also separately participating in this Bid process as per following details:

<b>SI No</b>	<b>Name of the Company</b>	<b>Relationship</b>

In case there is no such company in the column “name of the company” write “Nil”.  
Further we confirm that we don’t have any Conflict of Interest with any other company participating in this bid process.

Signature of  
Chief Executive Officer/Managing  
Director

*1. The above disclosure should be signed and certified as true by the Chief Executive Officer/Managing Director being full time Director Bidding Company or Member, in case of a Consortium.*



**FORMAT FOR ANTI-COLLUSION CERTIFICATE**  
**(On the letter head of the Lead Member / Sole Applicant)**  
**ANTI-COLLUSION CERTIFICATE**

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Date this .....Day of .....2016.

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

Note:

*To be executed by lead member, in case of a Consortium*

## GUIDELINES FOR EVALUATING TECHNICAL & FINANCIAL PROPOSALS

### Evaluation of Technical Proposal

The Bidder (sole or consortium) shall submit their technical proposal clearly mentioning the following:

- Bidder's understanding of the project concept
- Proposed approach, methodology for implementing the proposed project
- Detailed specifications of equipment to be used for this Project.
- Schedule for implementation of the proposed project

The bidders will be evaluated against a total score of 100 by the evaluation committee. The distribution of score will be as follows:

Sl. No.	Criteria	Technical Evaluation Parameters	Maximum Marks
1.	<b>Regulations</b>	Should be incorporated under India Companies Act	<b>1</b>
		Should have defined its business intent to include Data Center and related services as part of its articles of association	<b>2</b>
		Should not have been blacklisted by any Govt/Banks or PSU's	<b>2</b>
2.	<b>Financial Strength</b>	Should have a business accrual in balance sheet of last 3 yrs as following:  i. FY 2011-2012 > INR 50 Crore ii. FY 2012 – 2013 > INR 75 Crore iii. FY 2013-2014 > INR 100 crore	<b>10</b>
3.	<b>Bidder's Experience</b>	Should be established minimum 6 years as on 1st April 2015 and profit making for last 3 yrs	<b>5</b>
		Should own and operate at least 2 Data centres in India with a min capacity of 100 racks being operational at each location	<b>10</b>
		The Data Centres should have been operational with min 5 clients at each location having a contract value > 1 cr Annual Recurring revenue and at least 1 yr or above in existence	<b>10</b>
		There should be min 10 clients which are	<b>10</b>

		from Govt/PSU or nationalised banks.	
		Should have a Public Cloud pay-as-you go model offering for IAAS for the last 2 yrs with min 50 clients and provide the proof of the same	<b>10</b>
		Should have a Private Cloud offering for IAAS and min 10 customers of repute from the top 1000 companies worldwide or top 100 companies in India	<b>10</b>
4	<b>Technicalities and Certifications (Qualifications)</b>	1. The Data Centres should have a capability to provide 99.985% or above uptime and should be Tier 4 certified under TIA 942 or Uptime certifications by a 3 <sup>rd</sup> party	15 (maximum)  For Tier 4 15 marks
		2.The Data Centres should have a capability to provide 99.985% or above uptime and should be Tier 3 certified under TIA 942 or Uptime certifications by a 3 <sup>rd</sup> party	For Tier 3 10 marks
		The Data Centres should have the necessary security Managements and certified for ISO 27001 at all locations	<b>2.5</b>
		The NOC should be part of data centres and the managed services quality should be certified for ISO 20000:1	<b>2.5</b>
		The provider should be certified for ISO 22301: Business Availability and Disaster Recovery	<b>2.5</b>
		The Data center provider is desirable to provide service assurance and effectiveness of Managements as per SSAE 16 guidelines and provide SSAE 3402 certifications	<b>2.5</b>
		The selected bidder should have prior experience with specific cloud provided earlier to the clients that it is certified for <b>Cloud Security Alliance Standards.</b>	<b>2.5</b>
		The cloud provider should adhere to the ever evolving stringent guidelines as defined by CERT-IN, e-gov standards and DIETY and should agree to undergo onsite engineering and security 3 <sup>rd</sup> party audits mutually agreed and appointed by the end customer. The proof of adherence to the same needs to be provided	<b>2.5</b>

Any Applicant who achieves a score of 70 and above against the total marks of 100 will be deemed to be qualified for the technical capability criteria (based on submissions as per guidelines in RfP) and are eligible for financial opening of the bids.

**Evaluation of Financial Proposal:**

The financial proposals of all the Technical qualified bidders will be opened on the date and time mentioned by the Authority. The financial Proposal shall essentially consist of figures for the project, as per format at provided in the financial proposal Annexure.

- 1) The values in financial proposal shall be neatly typed and covered with a transparent adhesive tape. Any hand written financial proposal or with overwriting shall be liable for rejection.
- 2) The financial proposal will be ranked as per the rate quoted by the bidders upon evaluation.

**FINANCIAL BID**  
**(On the letterhead of the Lead Member)**

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

<b>SI No</b>	<b>Component of Project</b>	<b>Amount in words (Rs in Lakh)</b>	<b>Amount in figures (Rs in Lakh)</b>
1	Hosting and maintenance with 5 years with warranty		
<b>Total</b>			

**Declaration:**

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

Signed by an authorized Officer of the Company/firm

Title of Officer

Name of Company/Firm

Date