

# Ranchi Municipal Corporation



*Invitation of offers from reputed software firms for  
development and deployment of  
Building Plan Approval Management System  
At  
Ranchi Municipal Corporation*

**:: Address for Communication::**

The Chief Executive Officer  
Ranchi Municipal Corporation  
Kutchury, Ranchi- 834001  
Phone: 0651- 2211215  
Fax: 0651- 2211777  
email: [support@ranchimunicipal.com](mailto:support@ranchimunicipal.com)  
website: [www.ranchimunicipal.com](http://www.ranchimunicipal.com)



## **RANCHI MUNICIPAL CORPORATION (R.M.C)**

### **D I S C L A I M E R**

- 1.** Although ample care has been taken while issuing this Tender Document, the Bidder should satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to our office immediately. If no intimation is received by this office within 3 days from the date of issue of the Tender Document, then this office shall consider that the Document received by the Bidder is complete in all respects and that the Bidder is satisfied that the Tender Document is complete in all respect.
- 2.** R.M.C reserves the right to change any or all of the provisions of this Tender Document before date of submission. Such changes would be intimated to all parties procuring this Tender Document before date of submission.
- 3.** R.M.C reserves the right to reject any or the entire tender without assigning any reasons whatsoever. No correspondence will be entertained on this account.

**Signature of Purchaser:**

**Signature of  
The Chief Executive Officer  
Ranchi Municipal Corporation**



## RANCHI MUNICIPAL CORPORATION (R.M.C)

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## RANCHI MUNICIPAL CORPORATION (R.M.C)

The Ranchi Municipal Corporation (R.M.C) is best known for his mammoth service to the citizen of Ranchi. We always attempt to provide best services to our people of Ranchi. We are one of the municipal corporations of Jharkhand which was selected under JNNURM (Jawaharlal Nehru National Urban Renewal Mission) scheme for the development of our city. In present scenario development can't be achieved completely without the growth of information technology, And in modern management system, timely flow of information is cherished by everybody. To promote the information technology at R.M.C so that our people can access the information about their queries in minimum possible time, we are adopting the e-governance program of JNNURM. The objective of deployment of such information technology tools and applications is to remain focused on having a transparent administration, quick service delivery, effective MIS, and general improvement in the service delivery link.

The Government of India has formulated the National e-Governance Action Plan (NEGAP), part of which includes a National Mission Mode Programme (NMMP) for e-Governance in municipalities. This NMMP intends to roll-out e-Governance in municipalities on a nation-wide basis.

So to promote the e-governance program, Ranchi Municipal Corporation invites the sealed quotation for the **“Development and Deployment of Building Plan Approval Management System”** from the well experienced and reputed software development companies.

## **1. SCOPE OF WORK**

The following is the detailed scope of work for the vendor.

- a) Review the level of Building Plan Approval Management System already developed and operational in the Area Plans Unit of RMC.
- b) Study of the current processes and regulations of RMC for Building plan approval.
- c) Submission of System Requirement Study (SRS) for the software.
- d) Supply and implementation of the Automation Software with the precise task of processing Planning Permission Applications for building constructions and change of use to be received in AutoCAD format, with reference to Development Regulations (DR) for RMC Area as per the scrutiny procedures adopted in RMC. The software should generate information on extent of violation if any, defects in the plans if any. In case the plan is found approvable, various charges collectable to be generated. Exclusive ownership of the automation software will lie with RMC and RMC has the right to install the same anywhere within its office or in the local authorities/government agencies /offices to whom powers for issue of planning permission has been delegated. The software must be capable of the following, at the minimum:
  - e) Acceptance of the Building plan in soft copy.
  - f) Generate a unique number for each application for easy tracking
  - g) Generate reports on technical specifications as per the Building Bylaws of RMC and extent of violation for the submitted plans, if any
  - h) Automate the complete process flow and note comments of the officials. The approval work flow should be as per the work flow being followed by RMC's hierarchy and workflow rules should be flexible enough to change as desired.
  - i) Have an in-built mechanism for user authentication, like bio-metric/Digital signature to replace the manual signature
  - j) Dashboard for the staff and the management for viewing the completed and pending tasks/works/applications.
  - k) Generate monthly reports on collections.

- l) The application software should be web enabled /with web interface having the maximum use of ASP.NET platform wherever applicable, so that architects can submit the proposals online as well as can view required reports online. Internet accessibility (RMC website) to have minimum.
1. Approval status,
  2. Auto e-mail to the applicants
  3. Auto SMS alert to the applicants
  4. Searching the status of the building plans
- m) The solution proposed by the bidder should have the database in MS-SQL Server with proper documented details of the database.
- n) Proper user authentication and access control mechanisms is to be implemented to ensure that only authorized users can access a particular piece of information.
- o) Other features shall be as per the SRS
- p) Security requirements
1. Unauthorized access to servers and network should be prevented. A log should be maintained for all the transactions handled.
  2. Architecture should provide an end-to-end security model that protects data. Security systems should be commensurate with the overall sensitivity of the database and contents.
  3. Controls should be incorporated to ensure that the databases are not tampered/ altered/ modified/ deleted, except updating the records.
  4. Administrators and users should be allotted role based authentication.
  5. Users should be allotted login user-id and password to fix up accountability for transactions carried out.
  6. To ensure security of the plan approved by authorities using the system. This will include storing approved files which will be non- editable, storing the approval information in database in secured manner.
  7. Security system to prevent activities like hacking in the Database shall be suggested.

8. The system should provide facility to print the approved drawings from the system and only those will be considered as approved drawings by the system
- q) Prepare hardware requirement for implementing the automation of process of Planning Permission systems after duly taking into account the available systems in RMC to implement the automated software. An estimate of the same must be submitted with the technical proposal.

The successful bidder shall specify the necessary infrastructure that is required to run the software after due consideration of the utilization of the existing hardware infrastructure on the computerization, in RMC.

The preparation of DPR for the hardware and networking requirements is part of the scope of the selected vendor.

The vendor is also expected to prepare the necessary specification documents for the procurement of the appropriate hardware and networking equipment.

- r) Pilot run of the automation process of Planning Permission Applications covering different categories of Planning permission applications i.e. ordinary buildings, special buildings, group developments, multi storied buildings, institutional and industrial buildings, change of use in adequate number (at least 50 numbers) in each category with necessary fine tuning to the satisfaction of the RMC.
- s) Demonstrating the customized system before Builders, Architects, Engineers etc and incorporate the positive suggestions to the automation system agreed to by RMC.
- t) Training the officials of the RMC Authorities in handling and using the software. The officials attached to computerization cell in RMC should be trained to the operationalization and updating the software and eventual maintenance.
- u) Development and supply of user manuals (at least 50 copies) with copy right to RMC.
- v) Overseeing the scrutiny of plans by the officials of RMC using the Automation software during the initial period of one year till smooth and hassle free transition from the present system of scrutiny to the system of scrutiny adopting Automation software. Placing core staff at the premise of RMC during this initial maintenance period.
- w) Assistance in Integration of the proposed automated software for plan scrutiny with existing system of e-governance in the form of capturing the

work flow and file tracking that may be developed as part of e-Governance program in the municipal body.

- x) At present the processing of Planning Permission Application are carried out at the office building of RMC. However, the system shall be capable of processing the plans even if these are processed at decentralized locations with network connectivity.
- y) The successful bidder shall provide required maintenance support for the developed automated software for the initial one year after the final deployment of software as well as to train the R.M.C IT officials for the maintenance support. The rate for this should be quoted as per part of the bid.
- z) The entire process should be made user friendly so that all users can avail the facility in with least possible lead time.
- aa) The solution proposed by the bidder should be capable of generating various MIS reports as per requirements of R.M.C.

## **2. COST OF DOCUMENT**

The Tender document is available for sale against non-refundable payment of Rs. 10,000 (Rupees Ten Thousand only) by demand draft drawn in favor of "Ranchi Municipal Corporation" payable at Ranchi. The Tender Document is not transferable to any other bidder.

## **3. ELIGIBILITY CRITERION**

3.1. The bidder should be a company registered in India under the Companies Act, 1956.

3.2. The bidder should be an established Information Technology company/ IT System Integrator and should have been in this business for a period exceeding five years as on 31.03.2009.

3.3. The Bidding Company should be Profit making in each of the last 3 years. (Copy of the audited profit and loss account/ balance sheet/ annual report of the last three financial years are required).

3.4. The Bidding Company should have a valid ISO 9001: 2000 / CMMI Level 3 (ver. 1.2) certificate (attach certificate)

3.5. The Bidding Company should have at least 5 years experience of working with Government Departments/ PSU's.

3.6. The Bidding Company should have at least 1 office in Ranchi.

3.7. The Bidding Company should have a min of 250 IT Professionals on Company Rolls (as of 31.03.2009).

3.8. The bidder who have developed, installed and commissioned similar software in at least one Development Authority / Municipal Corporation in India for automating the process of Planning / Building Permission applications for according statutory approval” will be preferred.

3.9. All bids shall be duly signed by a person authorized by the Management or authorized signatory of the company on whose behalf the bid is submitted (Original copy of authorization to be attached).

3.10. Only one proposal will be accepted from one company.

3.11. Neither of the bidders should have been blacklisted by any Govt. Organization/PSU in India in last 3 years.

#### **4. BIDDER ENQUIRIES AND RMC RESPONSE**

All enquiries / clarifications from the bidders, related to this tender must be directed in writing exclusively to the contact person notified by RMC. The preferred mode of delivering written questions to the aforementioned contact person would be through mail, fax or email. Telephone calls will not be accepted. In no event will the RMC be responsible for ensuring that bidders' inquiries have been received by the RMC.

After distribution of the tender, the contact person notified by RMC will begin accepting written questions from the bidders. The RMC will endeavor to provide a full, complete, accurate, and timely response to all questions. However, the RMC makes no representation or warranty as to the completeness or accuracy of any response, nor does the RMC undertake to answer all the queries that have been posed by the bidders. The responses to the queries from all bidders will be distributed to all. No request for clarification from any bidder shall be entertained after fixed date.

#### **5. PROPOSAL PREPARATION COSTS**

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by RMC to facilitate the evaluation process, and in negotiating a definitive Service Agreement or all such activities related to the bid process. This RFP does not

commit the RMC to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award.

## **6. RIGHT TO TERMINATE PROCESS**

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

## **7. BID SECURITY AND ITS AMOUNT**

- a. Bidders shall submit, along with their Bids, Bid security or EMD of Rs. 75,000 (Rupees Seventy Thousand only), in the form of a Demand Draft in favour of "Ranchi Municipal Corporation", payable at Ranchi. The DD shall be enclosed with the pre-qualification bid.
- b. The EMD would be refunded to all unsuccessful bidders at the expense of the Bidders within a reasonable time consistent with the rules and regulations in this behalf. The EMD of successful bidder would be adjusted towards partial fulfillment of the requirement of Performance Guarantee and will be returned only after the successful fulfillment of the Contract.
- c. Bid without adequate bid security/ EMD will be liable for rejection without providing any opportunity to the bidder concerned.
- d. The above EMD held by RMC till it is returned to the unsuccessful Bidders will not earn any interest thereof.

## **8. DUE DATE AND TIME**

- a. Proposals must be received by the RMC at the address specified below:  
Venue: Tender Receipt Counter, Ranchi Municipal Corporation.
- b. Last Date & Time of submission: Before 3:00 P.M. on 30.10. 2009
- c. The RMC may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an Addendum or by intimating all bidders who have been provided the proposal documents, in writing or by facsimile or through email.

## **9. BID OPENING**

- a. The tenders will be received up to 3.00 p.m. on 24.9.2009 and the pre-qualification bid will be opened at 4:00 P.M on the same date by the CEO, RMC or any other officer authorized by him on his behalf at RMC, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

b. The pre-qualification bid will be evaluated to verify the eligibility of the bidder and to check that other documents are in order. The Technical Bid of only the bidders who qualify in the pre-qualification check shall be opened for technical evaluation.

c. Technical Bid will be evaluated as per the evaluation criteria specified in the Tender and list of technically qualified Bidders will be prepared by RMC. The technically qualified Bidders alone will be informed of the date of opening of the Price Bid. The Price Bids of technically qualified Bidders will alone be opened and evaluated. The decision of RMC shall be final in this regard.

## **10. TENDER REJECTION CRITERIA**

a. Tenders not submitted in the form specified as per the format given in proposal instruction of this Tender document will be summarily rejected.

b. The tenders with the pre-qualification bid not containing Tender Document cost (for those Bidders who have downloaded the document) or receipt of proof of payment of the tender document fee, and/or EMD amount will be summarily rejected.

c. Tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.

d. Tenders submitted without the enclosures to prove about the Bidder's specific experience in consultancy project, Order Value in Consultancy projects, proposed work plan approach and methodology and CV's of experts to be deployed.

e. Tenders with variance/contradiction between Technical cum Commercial Bid and Price Bid will be liable for rejection. If the offer does not meet the tender requirements, the CEO, RMC reserves the right to reject any or all the tenders without assigning any reason whatsoever.

f. Tenders without the signed copy of the Tender Documents in the respective envelopes will be summarily rejected.

g. Tenders submitted without audited financial statements of the Bidder are liable for rejection.

h. In addition to the above rejection criteria, if there is non-compliance of any of the clauses of this Tender Document, the Tenders are liable for rejection.

i. Incomplete details as above will be treated as non-responsive offer and the tender is liable for rejection.

## **11. PROPOSAL INSTRUCTIONS AND CONDITIONS**

Proposals must be direct, concise, and complete. All information not directly relevant to this tender should be omitted. The RMC will evaluate bidder's proposal based upon its clarity and the directness of its response to the requirements of the projects as outlined in this Tender document. The bidder must submit, in separate covers "Pre-qualification Bid", "Technical Bid" and a "Commercial Bid", as described in this Section. Failure to submit separate technical and commercial proposals may result in disqualification of the proposal.

Bid submitted by the bidder shall comprise the following documents:

- a. The cost of Tender Document by way of crossed DD for Rs. 10,000 (Rupees Ten thousand) for those bidders, who have downloaded the bid documents. The bidders, who would have purchased the bid document need to submit a copy of the receipt.
- b. EMD amount of Rs. 75,000 (Rupees Seventy Five Thousand) in the form of DD
- c. Proposal covering letter
- d. Pre-qualification Proposal containing data to support the qualification of the bidder to bid for the project, as given in Annexure I
- e. Technical Bid in the format as specified in clause mentioned below.
- f. Commercial Bid as specified in clause mentioned below.
- g. Any other information that is required to be submitted in the proposal process.

## 12. PRE-QUALIFICATION PROPOSAL

The pre-qualification proposal will be used to evaluate if the bidder's technical skill base and financial capacity are consistent with the needs of the project and meets the eligibility criteria as mentioned in section 2.6. The pre-qualification proposal must have at the minimum:

- a. Completed Forms as given in Annexure I
- b. Supporting documents for the information given in the pre-qualification bid
- c. EMD in the form of DD
- d. Cost of the tender document in the form of DD or the proof of payment of the fee by way of the receipt

The pre-qualification proposal cover must be super scribed as “**Pre-qualification bid- Development and Deployment of Building Plan Approval Management System**”

## 13. TECHNICAL PROPOSAL

- a. The Technical Proposal cover should be super scribed as “**Technical Bid – Development and Deployment of Building Plan Approval Management System**”
- b. The technical Bid should contain the signed and sealed completed forms of the Technical bid along with relevant enclosures.
- c. Technical approach, methodology and work plan are the key components of the Technical Proposal.
- d. The technical proposal should address the following at the minimum:
  - i. Technical Approach and Methodology- This should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

- ii. Work Plan- In this chapter bidder should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the assignment and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings and tables to be delivered as final output, should be included here.
- iii. Organization and staffing- In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.
- e. The technical proposal must not contain any pricing information.
- f. In submitting additional information, please mark it as supplemental to the required response. If the bidder wishes to propose additional services (or enhanced levels of services) beyond the scope of this RFP, the proposal must include a description of such services as a separate attachment to the proposal.

#### **14. COMMERCIAL PROPOSAL**

The Commercial Proposal as prescribed in the Tender should be filled up and sealed along with enclosures in a separate cover superscripted as “**Commercial Bid – Development and Deployment of Building Plan Approval Management System**”. The address of the bidder should also be clearly mentioned on the envelope.

#### **15. OUTER COVER**

The pre-qualification bid cover, Technical Bid cover and Commercial Bid cover should then be put in a single outer cover, sealed and be super scribed as “**Tender for Development and Deployment of Building Plan Approval Management System**”. The address of the Bidder should be clearly written in the cover. The covers received without superscription are liable for rejection. The tenders not submitted as specified in the above clauses will be summarily rejected.

#### **16. SIGNATURE**

The covering letter must be signed with the bidder’s name and by a representative of the bidder, who is authorized to commit the bidder to contractual obligations. All obligations committed by such signatories must be fulfilled.

## **17. SUBMISSION OF PROPOSAL**

a. The bidder shall submit a sealed cover consisting of two (2) copies of all the bid documents. Sealed proposals must be received at the Tender Receipt Counter, of the Ranchi Municipal Corporation by 3.00 p.m. on 30.10.2009.

Both of the copies of the bids (Original and Duplicate) must consist of the following:

- i. Pre-qualification Bid, super scribing on the right hand side top of the cover as pre-qualification bid
  - ii. Technical Bid, super scribing on the right hand side top of the cover as Technical Bid
  - iii. Commercial Bid super scribing on the right hand side top of the cover as Commercial Bid.
- b. The RMC will not accept delivery of proposal by fax or e-mail. Proposal received by facsimile shall be treated as defective, invalid and rejected.
- c. The proposal documents shall be submitted as two complete sets following exactly, the conventions set forth above, clearly marked Original and Duplicate. In case of discrepancy, the copy marked original shall be treated as correct. The vendor must also submit a soft copy of the technical proposal on a CD.
- d. The original and copies of the commercial bid, each consisting of the documents listed in instructions and Proposal Cover Letters, shall be typed or written in indelible ink and shall be signed by the bidder or a person /persons duly authorized to bind the Bidder to the contract.
- e. All copies of the pre-qualification, technical and commercial bid must be submitted in a sealed package. The outside of the package must clearly indicate the name of the project ("**Tender for Development and Deployment of Building Plan Approval Management System**"), the time and date for responding, the bidder's name and address, and the names of primary and secondary contact persons. Failure to adequately address the outside of a package could cause a proposal to be misdirected or received at the required destination after the deadline.

## **18. PERIOD OF VALIDITY OF PROPOSAL**

a. The offer submitted by the bidder shall be valid for a period of 120 days from the date of submission of the tender. A proposal valid for a shorter period may be rejected as non-responsive.

b. In exceptional circumstances, RMC may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or by fax or email).

## **19. AMENDMENT OF REQUEST FOR PROPOSAL**

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

## 20. BID EVALUATION PROCESS

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

### 20.1. EVALUATION OF PRE-QUALIFICATION BIDS

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

### 20.2. EVALUATION OF TECHNICAL BIDS

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

### 20.3. CRITERION OF EVALUATION OF TECHNICAL BIDS

<b>S. No.</b>	<b>Parameter</b>	<b>Max. points</b>
1	Similar experience of the organization relevant to the assignment – the firm's experience in the development and implementation of the software of automating planning / building permission system. Bidder shall enclose copies of work orders/agreements from clients as proof of experience. Project without proof of experience shall not be considered for evaluation.	30
2	Key Professional staff qualification and competence for the assignment Experience of the organization.	30
	<b>Key Staff description</b>	<b>Max. Points</b>
	a) Team Leader (Project Manager)	10
	b) Town Planner /Architect / Civil Engineer	4
	c) Lead Developer	6

<b>S. No.</b>	<b>Parameter</b>	<b>Max. points</b>
	d) Programmer 6 e) Implementation Specialist 2 f) Training Specialist 2  Note :  The number of points to be assigned to each of the above position or discipline shall be determined considering the following two sub – criteria and relevant percentage of weights  1) General qualification 25 % 2) Professional experience in the similar assignment 75 %	
3	Technical Approach and Methodology	20
4	Work Plan	15
5	Organization	05

- a. Proposal Presentations: The committee may invite the eligible bidders to make a presentation to the RMC at a date, time and location determined by the RMC. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the committee and the key points in their proposals.
- b. The proposal review committee may undertake oral clarifications with the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional, technical faculties in the evaluation process.
- c. The bidders, who score a Technical score of more than 70, will qualify for the evaluation in the commercial process.

#### 20.4. EVALUATION OF COMMERCIAL BIDS

- a. The Commercial Bids of the technically qualified bidders will be evaluated as per the evaluation criteria mentioned below
- b. All the taxes and other levies indicated in the Price Bid will be taken for the Price Bid evaluation as a part of the price as detailed below.
- c. The Total Value of the Price bid shall be arrived by the following method

- Total Value = Total cost of Part A + Total cost of Part B + Total cost of Part C
- d. The list of Bidder will be ranked in ascending order (i.e.) Bidder quoted the lowest price (L1) will be ranked first and so on.
  - e. The L1 bidder will be awarded 100% score.
  - f. Commercial Scores for other than L1 bidders will be evaluated using the following formula  
Commercial Score of a Bidder (CS) = (Price bid of L1 bidder)/ (Price bid of the Bidder) X 100 % (adjusted to 2 decimals)
  - g. However, RMC does not bind itself in any way to select the bidder(s) offering the lowest price.

## 20.5. JOINT TECHNICAL & COMMERCIAL EVALUATION

- a. RMC shall follow a Quality cum Cost Based System (QCBS) for finalization of the vendor.
- b. A composite weightage shall be calculated for those bidders whose bids are found to be in order. The weightage for the composite evaluation is as described below:
  - i. Technical – 70%
  - ii. Commercial – 30%
- b. Bidder with the highest composite score (Technical & Commercial– TS\*0.7 + CS\*0.3) will be called for negotiating the contract. In case of a tie in the overall score bidder with the superior technical score will be invited for negotiations first.

## **21. NEGOTIATION WITH SUCCESSFUL BIDDER**

As per the evaluation criteria specified above in this Tender Document, selection of the Successful Bidder will be made and such Bidder will be called for negotiations for improvement of Terms of Reference and Scope of Work and commercial terms. RMC reserves the right to negotiate with the Successful Bidder. While negotiating, the following aspects may be considered:

- Further reduction in consultancy charges and retainer-ship charges for undertaking the Work
- Advancing the delivery schedule
- Additional services

## **22. AWARD OF CONTRACT**

### 22.1. LETTER OF ACCEPTANCE

After successful completion of the negotiations, a Letter of Acceptance of tender will be issued to the successful Bidder by RMC on behalf of Govt. of Jharkhand.

## 22.2. FORFEITURE OF EMD

If the successful Bidder fails to act according to the tender conditions or backs out after his tender has been accepted, his EMD will be forfeited to RMC

## 22.3. SIGNING OF CONTRACT

- i. The successful Bidder should execute an agreement for the fulfillment of the contract with RMC at the time of execution within one week from the date of acceptance of the tender. If the same is not executed within one week, the EMD of the Bidder will be forfeited and their tender will be held as non-responsive.
- ii. The expenses incidental to the execution of the agreement should be borne by the successful Bidder.
- iii. The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of RMC and RMC also have the right to recover any consequential losses from the successful Bidder.

## 22.4. PERFORMANCE BANK GUARANTEE (PBG)

a. The successful bidder shall at his own expense deposit with RMC, within fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a scheduled bank, payable on demand, for the due performance and fulfillment of the contract by the bidder.

b. This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value. All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder. The Bank Guarantee shall be valid for a period of twenty seven months from the date of acceptance of tender. If the accepted Bidder fails to furnish the bank guarantee within the above said period, the EMD remitted by him will be forfeited to RMC and his tender will be held void. The PBG furnished by the Bidder in respect of his tender will be returned to him at the end of the contract period subject to satisfaction of RMC.

c. If the Bidder failed to act up on to the tender conditions or backs out when his tender is accepted, his PBG mentioned above will also be forfeited to RMC.

## 22.5. RELEASE OF WORK ORDER

After the execution of the agreements specified in the Tender Document and after receipt of the PBG, RMC will release the formal work order to the successful Bidder on behalf of Government of Jharkhand.

## 22.6. EXECUTION OF WORK ORDER

The successful Bidder should nominate and intimate to RMC the name of an Project Manager specifically to handle the Work Order. The successful Bidder should ensure that he fully familiarizes with the terms and conditions of the Tender, Scope of Work and the guidelines.

## 22.7. ASSIGNING THE TENDER ON THE WHOLE OR PART

The successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. He shall not underlet or sublet to any person(s) or body corporate for the execution of the contract or any part thereof.

## 22.8. SUBMISSION OF DELIVERABLES

The submission of Deliverables should be made strictly in accordance with the Scope of Work in the Tender Document and should get necessary approval from Government of Jharkhand/RMC. If the delivery is not affected as per tender, Government of Jharkhand/RMC has the right to cancel the order and to take any such action which will be deemed fit in such circumstances.

## **23. DELIVERY SCHEDULE**

Submission of SRS	45 days from the date of issuance of work order
Submission of Draft Interim report	15 days from the date of submission of SRS
Submission of Draft Final Report	15 days from the date of approval of draft interim report by RMC
DPR for hardware & Hardware and networking specifications for infrastructure required	Along with the Draft final report
Software development and supply and pilot run	120 days from the date of issuance of work order
Training	Thereafter within 30 days

## 24. PAYMENT TERMS

The following will be the terms of payment to the vendor:

### ::Part A::

S.N.	Milestone	PAYMENT
1	Acceptance of Draft Interim Report	10%
2	Installation of Automatic Software for successful pilot run	30%
3	Actual Implementation after pilot run & validation	30%
4	After 6 months of commencement of implementation of automation of Planning Process	30%

### ::Part B::

**TRAINING:** Ranchi Municipal Corporation shall be provided with 15 days onsite training for about 50 officials, the cost of which shall be included in the price quoted in price bid. Payments will be made by the RMC on bills to be prepared and submitted by the contractor for the work done and that said bills are certified for and passed for payment by the authorized Officer or by any person appointed by the RMC for the purpose, subject nevertheless to any fines deduction, cost or charge on the contractor to be made there from provided for herein.

### ::Part C::

**SUPPORT AND MAINTENANCE:** Payment should be made on Quarterly basis in equal installments based on the rates quoted as per the Financial Bid.

## 25. OTHER TERMS AND CONDITIONS

- a. The final decision would be based on the technical capacity and pricing. RMC does not bind itself in selecting the firm offering lowest prices.
- b. The Bids should be submitted neatly and all corrections, over-typing should be attested with seal.
- c. RMC reserves the right to not to accept lowest price, to reject any or all the tenders without assigning any reason, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interest of Government of Jharkhand/RMC for good and sufficient reasons.

- d. RMC will not pay any increase in duties, taxes and surcharges on account of any revision by the Government after expiry of the stipulated delivery period in the work Order.
- e. The successful Bidder selected against this tender will not participate in the Operating Agency Tender for project implementation/rollouts to be initiated as part of this Consultancy activity.
- f. In case of any dispute, the matter will be referred to an Arbitrator under "Arbitration and Conciliation Act 1996". The arbitration shall be held in Ranchi only and the Courts at Ranchi only shall have jurisdiction in relation thereto.

## **26. PUBLICITY**

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

## **27. LIQUIDATED DAMAGES**

If the vendor fails to deliver any or all of the product or does not perform the Services within the time period(s) specified in the Contract, RMC shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.5 percent of the price of the undelivered product at the stipulated rate for each week or part thereof during which the delivery of such product may be delayed subject to a maximum limit of 5 percent of the stipulated price of the product so undelivered. Such penalty is to be deducted always by the RMC from the bill of the firm. Once the maximum of the damages above is reached, RMC may consider termination of the Contract.

## **28. ORDER OF CANCELLATION**

RMC also reserves the right to cancel the order in the event of one or more of the following circumstances:

- a. Breach by the tenders of any of the terms and conditions of the tender.
- b. If the tenderer goes in to liquidation voluntarily or otherwise.

In addition to the cancellation of contract, RMC reserves the right to forfeit the performance guarantee submitted to it by the tenderer.

## **29. INDEMNITY**

The successful bidder shall indemnify, protect and save RMC 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.

## ANNEXURE -I

### A. GENERAL INFORMATION ON COMPANY

S. No	Particulars	Details to be furnished		
<b>Details of the Bidder (firm/company)</b>				
1.	Name			
2.	Address			
3.	Telephone		Fax	
4.	E-mail		Website	
<b>Details of Authorized person</b>				
5.	Name			
6.	Address			
7.	Telephone		E-mail	
<b>Information about the company</b>				
8.	Status of company (Public Ltd. / Pvt. Ltd.)			
9.	Details of Registration of firm/company (Provide Ref e.g. ROC Ref #) (enclose the necessary documentary proof)	Date		
10.		Ref #		
10	Number of professionals			
11	Locations and addresses of offices (in India and overseas)			
12	Service Tax Registration Number			
13	Enclose Latest STCC			
14	Services provided by the company			
15	Years in the software development			
16	Details of in house development centre in India.			

### B. FINANCIAL STATEMENTS

Turnover of the Company				Net Worth of the Company as on 31 <sup>st</sup> March 2009
FY 2006-07	FY 2007-08	FY 2008-09	Average of last 3 FYs	

In support, audited Annual Financial Statements should be enclosed.

**C. EXPERIENCE SUMMARY OF SIMILAR WORKS**

S. No.	Name of the Customer	Project name and brief scope of services provided by the bidder	Start date	End Date	Order Value

Attested Copy / Proof of one Similar work order issued / agreement executed by any Development Authority / Municipal Corporations for automating the process of planning / building permission applications for according statutory approval.

**ANNEXURE -II**  
**(TECHNICAL BID FORMAT)**

**A. DETAILS OF THE SIMILAR PROJECTS**

Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an associations, for carrying out consulting services similar to the ones requested under this assignment:

S No.	
1	Name of Project
2	Client Name
3	Project Engagement period, Start date and End date
4	Agreement No. and date
5	Fee Amount
6	Scope of work
7	No. of professionals provided for the Engagement
8	No of staff months
9	Names of Key resources involved in the Project and their role
10	Name of Associated agency, if any
11	Role of Associated agency, total staff months
12	Narrative description of work (Max of 500 words)
13	Description of work done by own key resources (Max of 250 words)

**B. TEAM COMPOSITION AND STAFF ASSIGNMENT**

<b>PROFESSIONAL STAFF</b>				
<b>Name of Staff</b>	<b>Firm</b>	<b>Area of Expertise</b>	<b>Position</b>	<b>Task Assigned</b>

**C. PROFILE OF KEY PERSONNEL**

<b>1</b>	<b>Proposed Position</b>			
<b>2</b>	<b>Name of the Firm</b>			
<b>3</b>	<b>Name of the Staff</b>			
<b>4</b>	<b>Date of Birth</b>			
<b>5</b>	<b>Nationality</b>			
<b>6</b>	<b>Education</b>	<i>Degree</i>	<i>Institute</i>	<i>Period</i>
<b>7</b>	<b>Membership in Professional Associations</b>	None		
<b>8</b>	<b>Other Training</b>	None		
<b>10</b>	<b>Languages</b>	<i>Reading</i>	<i>Writing</i>	<i>Speaking</i>
<b>11</b>	<b>Employment Record</b>  Starting with present position, list in reverse order every employment held by staff member since graduation	From [Year]: _____ To [Year]: _____  Employer:  Position Held:		
<b>12</b>	<b>Detailed Tasks Assigned</b>  List all tasks to be performed under this assignment]			
<b>13</b>	Profile of professional experience relevant to the assigned role in this project (use table)			
	<b>Name of assignment or project:</b>			
	<b>Year:</b>			
	<b>Location:</b>			
	<b>Client:</b>			
	<b>Main project features:</b>			

**Positions held:**

**Activities performed:**

**Activities performed:**

**14** I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

Place:

Signature

**ANNEXURE -III**  
**COMMERCIAL BID FORMAT**

S. N.	Description	Quantity	Rate Rs.	Amount Rs.
<b>One Time Implementation At Ranchi Municipal Corporation</b>				
A	Preparation of SRS, Development and Supply and implementation of Automation Software in the manner prescribed in the Tender for processing the Planning Permission Applications in RMC and fulfillment of all obligations listed out in the tender document.	1 package		
Service Tax				
<b>Sub Total</b>				
<b>Implementation and Training at Ranchi Municipal Corporation</b>				
B	Implementation and Training to Officials for required no.of days at <b>Ranchi Municipal Corporation</b> or at any other suitable venue as mutually agreed upon.	1 package		
Service Tax				
<b>Sub Total</b>				
<b>Support &amp; Maintenance</b>				
C	Support and Maintenance Contract for one year			
Service Tax				
<b>Sub Total</b>				
<b>Grand Total</b>				

- a. The rate shall be quoted inclusive of all taxes. The rate shall be considered as inclusive of tax even if quoted exclusive of tax.
- b. The rates shall be quoted in figure and words and only one rate shall be quoted in each item.
- c. Conditional tenders will not be accepted and rates once fixed shall be valid for the entire period of the contract.