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REQUEST FOR PROPOSAL

Supply and Commissioning of software solution for Automation of Building Plan Approval System in PORT BLAIR

For: PORT BLAIR MUNICIPAL COUNCIL

Ref Number: IT/MC/BPS/2017-18
Date: 20.10.2017

Amount: Rs. 5000/-

EXECUTIVE ENGINEER (Planning)
PORT BLAIR MUNICIPAL COUNCIL

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Glossary

Terms	Definitions
PBMC	PORT BLAIR MUNICIPAL COUNCIL
IT	Information Technology
RFP	Request for Proposal
EMD	Earnest Money Deposit
SLA	Service Level Agreement
PG	Performance Guarantee
GCC	General Condition of Contract
BoM	Bill of Material
SA	Software Assurance
OEM	Original Equipment Manufacturer
PBPA	PORTBALIR PLANNING AREA
MOLP	Microsoft Open License Program
UTM	Universal Transverse Marcator
BPAS	Building Plan Approval System
DCR	Development Control Rules
SRS	Software Requirement Solution
CC	Completion Certificate
OC	Occupancy Certificate
NOC	No Objection Certificate
LOI	Letter of Intent
UAT	User Acceptance Test
MIS	Managerial Information System
GIS	Geographical Information System
API	Application Programming Interface
PO	Project Order
WO	Work Order
CAD	Computer Aided Design
CRZ	Coastal Regulation Zone
RDBMS	Relation Database Management System
MAF	Manufacturers Authorisation Form

Section: 1
Invitation for Proposal

1 Invitation for Proposal

1. PBMC hereby invites Proposals for Supply and Commissioning of software solution for automation of Building Plan Approval System in PBMC. Bidder/ Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

2. A three envelope selection procedure shall be adopted.

3. Bidder (authorized signatory) shall submit their offer for preliminary qualification, technical and financial proposal.

4. PBMC will not be responsible for delay in submission due to any reason. For this, bidders are requested to submit the complete bid proposal well in advance so as to avoid any unforeseen problems.

1.1 Key Events and Dates

S. No	Information	Details
1.	**Advertising Date**	20th October 2017
2.	**Last date to send in requests for clarifications**	3rd November 2017
4.	**Date, Time and place of pre- bid conference**	10th November 2017 at 4.00 PM Conference Hall ,Municipal Head Quarters, PBMC ,Indira Bhavan,Port Blair ,Andaman Islands
5.	**Release of response to clarifications would be available At** www.and.nic.in	**20th November 2017 Website of A&N Administration** www.and.nic.in
6.	**Last date (deadline) for submission of bids**	**5th December**

1.2 Other Important Information Related to Bid

S. No.	Item	Description
1.	**Earnest Money Deposit (EMD)**	**Rs. 5.00 Lakhs(Five Lakhs)**
2.	**Bid Validity Period**	**(180) One-hundred-and-eighty days from the date of opening of Financial Bid**
3.	**Last date for furnishing Performance Guarantee to PBMC (By successful bidder)**	**Within fourteen (14) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier or as intimated in the work order issued by PBMC**
4.	**Performance Security value (Performance Guarantee)**	**10% of contract value/ Bid value of successful bidder**
5.	**Performance Guarantee (PG) validity period**	**PBG should be valid till for 180 days from the end of three year Maintenance Contract period**
6.	**Last date for signing contract**	**As intimated in work order of PBMC**

Section: 2
Instructions to Bidders

2 Instructions to Bidders

2.1 Introduction of PBMC

Port Blair city became municipality in 1957 with 9 wards and subsequently the jurisdiction increased.Port Blair Municipal Council is the only Urban Local Body in the Andaman and Nicobar Islands and is a 'B grade' Municipal town which was with 18 wards spread over 17.74 sq.kms.Recently the Municipal area is extended further increasing the area to 41.22 sqkmcarved out into 24 wards having a population of 1,40,572.

2.2 Project Brief

The building construction activity is regulated under the Andaman and Nicobar Islands (Municipal Council) Regulation, 1994 and the Port Blair Municipal Council Building Byelaws 1999. Largely the types of buildings are residential, commercial and mixed usage. With the growth of tourism lot of Hotelbuilding started coming up.

The maximum allowable floors are stilt+3 floors. There is a defence airport amid the city and the building permissions are accorded by the Municipality only on issue of height clearance by the Airport Authority of India for the buildings in the vicinity of Airfield.

The city has a master plan namely Port Blair Master Plan regulated by Town Planning Unit of APWD. The individual cases are sent to town planning unit to ascertain the allowable usage as per the zoning. The GIS map of the Port Blair City is available with PBMC/APWD.

(Any modification to the above DCRs should be uploaded by the bidder, without extra charge)

This RFP therefore targets to automate the building plan approval process within the PBMC area in line with applicable DPs and DCRs.

2.3 Purpose

The purpose of this RFP is to seek the services of reputed firm/agency, which shall **supply,customize and commission the Building plan approval software along with AMC for a period of 3 years** and **automate the required workflow for Building Plan approval**. Thisdocument provides information to enable the bidders to understand the broad requirements to submit their bids, however bidder should conduct their due diligence to broaden their understanding. The detailed scope of work is provided in **Section 3** of this RFP document. PBMC reserves the right to amend the scope of work.

2.4 Cost of RFP

The qualified bidders are requested to deposit the Tender fees into the Bank account details mentioned below. The receipt of the same shall be uploaded during the online submission of bid document. Tender fee is non-refundable.

S.No	Item	Details
1	Tender Fees	Rs. 5000/- in the form of Demand Draft in favour of 'Secretary, Port Blair Municipal Council', payable at Port Blair in any Nationalized/Scheduled Bank

2.5 Transfer of RFP

The RFP Document is not transferable to any other bidder. The bidder who purchases the document and submits shall be the same.

2.6 Completeness of Response

i. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

ii. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid EMD.

2.7 Proposal Preparation Costs

i. The bidder shall submit the bid at its cost and, PBMC shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over PBMC and PBMC shall be at liberty to cancel any or all bids without giving any notice.

ii. All materials submitted by the bidder shall be the absolute property of PBMC and no copyright /patent etc. shall be entertained by PBMC.

2.8 Bidder Inquiries

Bidder shall send in their written queries as prescribed in the **Section 7.3** to the contact address at which the bids are to be submitted. The response to the queries will be published on PBMCwebsite: www.and.nic.in

No telephonic queries will be entertained. This response ofPBMC shall become integral part of RFP document.

Initial of Bidder   Executive Engineer (Plg)

2.9 Amendment of RFP Document

i.   All the amendments made in the document would be published at PBMC website and shall be part of RFP.

ii. The bidders are advised to visit the aforementioned website on regular basis for checking latest updates of this RFP document. The PBMC also reserves the rights to amend the dates mentioned in this RFP for successful bid process.

2.10 Supplemental Information to the RFP

If PBMC deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

2.11 PBMC's right to terminate the Process

PBMC may terminate the RFP process at any time and without assigning any reason and PBMC shall not be held responsible for any cost incurred by the bidder in bid preparation. PBMC reserves the right to amend/edit/add delete any clause of this Bid Document. However this will be informed to all and will become part of the bid /RFP.

2.12 Earnest Money Deposit (EMD)

The bidders are requested to deposit the EMD in the form of Demand Draft in favor of 'Secretary, Port Blair Municipal Council', payable at Port Blair in any Nationalized/Scheduled Bank.

S.No	Item	Details
1	EMD	Rs. 5,00,000/-(Rupees Five Lakhs)

i.   The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.

ii.   Bids submitted without adequate EMD will be liable for rejection.

iii. Unsuccessful bidder's EMD shall be returned within 120 days from the date of opening of the financial bid.

iv.   EMD of Successful bidder will be returned after the award of contract and submission of the performance bank guarantee within specified time and in accordance with the format given in the RFP.

v. EMD shall be non-transferable.

vi. The EMD may be forfeited:

   a) If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.

   b) If successful bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.

   c) If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of the PBMC regarding forfeiture of the EMD shall be final and binding upon bidders.

   d) If during the bid process, any information is found false/fraudulent/mala fide, then PBMC shall reject the bid and, if necessary, initiate action.

2.13 Language of Bids

This bid should be submitted in English language only. If any supporting documents submitted are in any language other than English/Hindi, translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at PBMC's discretion.

2.14 Patent Claim

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and PBMC is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for such compensation, including all expenses, court costs and lawyer fees. PBMC shall give notice to the successful bidder of any such claim and recover it from the bidder if required.

2.15 Bid Submission Format

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.

2.16 Submission of Bids

The bids submitted by the Bidder shall comprise of the following three envelopes:

Documents comprising the Bid

a) A Three envelope/ cover system shall be followed for the bid –
Envelope-A: Tender Fees, EMD and Prequalification Criteria
Envelope-B: Technical bid (including the credentials, technical proposal)
Envelope-C: Commercial bid
b) The Bid shall include the following documents: -

S. No.	Documents Type	Document Format
Tender Fees, EMD and Prequalification Criteria- Envelope -A		
1.	Tender Fee	Rs. 5000/- in the form of Demand Draft in favour of 'Secretary, Port Blair Municipal Council', payable at Port Blair
2.	EMD	Rs.5,00,000/- in the form of Demand Draft in favour of 'Secretary, Port Blair Municipal Council', payable at Port Blair
3.	Pre-qualification	Refer Section 2.19.2 As per the format mentioned against the respective eligibility criteria clause
Technical bid (including the credentials, technical proposal) - Envelope -B		
4.	Technical Proposal	Refer Section 6.4 As per the format mentioned.
Commercial Bid –Envelope –C		
5.	Financial Bid	Refer Section 6.6

c) The bidder should ensure that all the required documents, as mentioned in this RFP/ bidding document, are submitted along with the bid and in the prescribed format only. Non-

Submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid proposal submitted by the bidder.

2.17 Disqualification

The Proposal is liable to be disqualified in the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this RFP:

i. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming Proposal.

ii. During validity of the Proposal, or its extended period, if any, the Bidder increases his quoted prices.

iii. The Bidder qualifies the Proposal with his own conditions.

iv. Proposal is received in incomplete form.

v. Proposal is received after due date

vi. Proposal is not accompanied by all the requisite documents.

vii. Proposal is not accompanied by the EMD.

viii. If the Bidder provides quotation only for a part of the Project.

ix. Information submitted in Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Contract (no matter at what stage) or during the tenure of the Contract including the extension period, if any

x. Commercial Proposal is enclosed with the Technical Proposal.

xi. Bidder tries to influence the Proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the Bid process.

xii. In case any one Bidder submits multiple Proposals or if common interests are found in two or more Bidders, the Bidders are likely to be disqualified, unless additional Proposals/Bidders are withdrawn upon notice immediately.

xiii. Bidder fails to deposit the Performance Guarantee (PG) in the form of Fixed Deposit/Bank Guarantee or fails to enter into a Contract within 14 Days of the date of issue of Letter of Intent or within such extended period, as may be specified by the PBMC.

xiv. Any Bid received by PBMC after the deadline for submission of Bids shall be declared late and will be rejected, and returned unopened to the Bidder at the discretion of PBMC. The validity of the bids submitted before deadline shall be till 180 days from the date of opening of the Financial Bid.

xv. While evaluating the Proposals, if it comes to the PBMC's knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwisejoined to form an alliance resulting in delaying the processing of Proposal then theBidders so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the RFPs floated by the PBMC.

xvi. If the Bid Security Pre-qualification Proposal, Technical Proposal contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the Bid.

xvii.   Bidder doesn't agree to the negotiated Terms and conditions

In case of any of the above conditions, PBMC reserves the right to negotiate with L2 bidder after informing the disqualification to L1 bidder appropriately

2.18 Bid Opening

i. Envelope A containing EMD shall be opened initially in the presence of bidders and if the EMD is as per the criteria then Envelope B of the qualified bidders only shall be opened.

ii. Envelope B containing the Technical Proposal shall be opened in the presence of the bidder/ representatives of bidder who choose to attend, at the address, date and time specified in the RFP.

iii. Envelope C containing the Financial Proposal will remain unopened and will be held in custody of PBMC until the time of opening of the Financial Proposals.

iv. At the end of the evaluation of the Technical Proposals, PBMC shall invite bidders who have qualified for the opening of the Financial Proposals. The

date, time, and location of the opening of Financial Proposals will be informed by PBMC separately and individually to qualified bidders.

2.19 Evaluation Process

2.19.1 Bid Evaluation Committee

i.   The Bid Evaluation Committee constituted by the PBMC shall evaluate the bids.

ii. The Bid Evaluation Committee shall evaluate the EMD (Envelope A), Technical bid (Envelope B) and Financial bids (Envelope C) and submit its recommendation to Competent Authority whose decision shall be final and binding upon the bidders.

2.19.2 Pre-Qualification Criteria

The bidder shall fulfill all of the following eligibility criteria independently on date of submission of bid:

i.   Bids are invited from established, reputed and experienced company/ partnership firm registered under the Indian Companies Act, 1956 or The Partnership Act, 1932 and who have their registered offices in India should be in the e-Governance / Information Technology Consulting Business incorporated not later than 01.01.2007.

ii. The bidder eligible for participation in the tender shall be single business entity / consortium with the maximum with one partner (total of two members).

iii. The bidder shall have an average annual turnover of Rupees 10Crores in the last 3 years preceding the financial year in which the tender is floated.

iv. Bidder should have a valid ISO 9001-2015 certification.

v.   The proposed solution should have been implemented as Building permission systems in at least 2 ULBs (Urban Local Bodies) in India during the period from 1st January2010till the bid submission date. The bidder has to necessarily submit POs/ WOs and completion certificate from the authorized signatories ofthe ULBs.

vi. The bidder should be O.E.M or authorized dealer / implementation partner of Software Product proposed for this project

vii. At least 1000 building plans approval should have been processed using the software being proposed

2.19.3 Process of Evaluation

i.   Bidders who qualify on Envelope 'A' shall be considered for further Technical Evaluation.

ii. Bidders shall be evaluated as per prequalification criteria mentioned at 2.19.2.

iii. The bidders who fulfill all the prequalification criteria will qualify for further Technical Evaluation (Envelope B) (Refer 2.19.3.1)

iv. Bidders with technical score of 70 marks or above in technical evaluation will be considered to be eligible for financial evaluation (Envelope C) (Refer 2.19.4).

v. Amongst the bidders who are considered for financial evaluation, the bidder scoring the highest composite score as per the clause 2.19.6 will be awarded the work as successful bidder at the discretion of PBMC.

vi. The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.

vii. In case of Single Bid, PBMC reserves the right to accept or reject the bid on approval of component authority at its discretion

2.19.3.1 Technical Evaluation

The proposals from bidders will be evaluated based on evaluation parameters mentioned below. The technical evaluation marks should be given **70% weightage** and commercial evaluation marks should be given **30% weightage** to arrive at a composite score. The bidder with the higher composite score shall be awarded the contract. However, PBMC reserves the right to reject the offer of the bidder with highest composite score.

Table: Technical Evaluation Criteria

RFP reference	Criteria/Sub-criteria	Description	Criteria/ Sub-criteria points	Remarks/ Form No.
2.19.2(iii)	Average Annual turnover for the Period2013-14,2014-15,2015-16	10Crores = 5 Marks >10 to 25Crores = 7 Marks >25Crores = 10 Marks	10	Audited Financial Statements/ Auditor certificate to be submitted.
2.19.2(v)	The proposed solution should have been implemented as Building permission systems in at least 2 ULBs in India during the period from 1st January 2010 till the bid submission date	2 ULB's=5 marks >2 to 10 ULB's= 7 marks, >10 to 25 ULB'S=10 marks >25ULB's = 15 marks	15	Client Experience Certificate & Work Order of the projects as referred.
2.19.2(vii)	The proposed OEM product by the bidder should have been used to process a minimum of 1000 building plans	1000 to 10000 Plans = 5 Marks >10000 to 100000 Plans = 10 Marks >100000 to 500000 Plans= 15 Marks >500000= 20 Marks	20	Client Experience Certificate as referred.

RFP reference	Criteria/ Sub-criteria	Description	Criteria/sub-criteria points	Remarks/ Form No.
Section 3	Proposed Application	Overall solution design, architecture, workflow & interface with the optimum hardware requirement to meet the application SLA	10	Proposed application to be prepared in accordance with Section-3 of the RFP.
		Presentation of Live Building Plan Permission Systems: URL of the project alongwith complete running of the process of Building Plan approvals & MIS reports: Live Project-01= 5 Marks Live Project-02= 10 Marks Live Project-03= 15 Marks Live Project-04= 20 Marks Live Project-05= 25 Marks	25	
		Implementation Plan, Operations, Management and handholding Plan	10	
		Security Aspects	10	
Grand Total			**100**	

Note: The documents as per Remarks/Form No. column are mandatory.

During the evaluation process, the evaluation committee will assign grades from 0 to 4 for each of the categories mentioned where:
0 - 0 percent
1 - 25 percent
2 - 50 percent
3 - 75 percent
4 - 100 percent
Based on the above percentage against each category as above**, the marks** would bescored for the bidder for each category.

2.19.4 Technical Score: (X)
The score secured based on evaluation of the Technical Bid as above shall be the Technical Score of the Bidder for the project being considered for evaluation (X).
Only those Bidders who have **secured Technical Score of 70 marks** or above shall be declared as qualified for evaluation of their '

2.19.5 Financial Score: (Y)
The financial offers shall be evaluated on the basis of total lump sum charges offered by the bidder to the **supply, customize and commission the Building plan approval software along with AMC for a period of 3 years** and **automate the required workflow for Building Plan approval**.
The financial offers of the qualified bidders (who have secured technical score of 70 marks or above) shall be tabulated for project and the bidder whose financial offer is lowest will be given a financial score of 100 marks. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected. The financial scores of other bidders for the project shall be computed as follows:

The Financial Score of Bidder (Y) = 100 X $\dfrac{\text{[Lowest Offer quoted by the respective bidder (Rs.)]}}{\text{[Offer quoted by the respective Bidder (Rs.)]}}$

The marks secured as above shall be the Financial Score of the bidder for the project. (Y)

2.19.6 Composite Score of the Bidders

Composite score of the Bidders for a Project shall be worked out as under:

Bidder	Technical Score (X)	Financial Score (Y)	Weighted Technical Score (70 percent of X)	Weighted Financial Score (30 percent of Y)	Composite Score (F=D+E)
A	B	C	D	E	F

Special Conditions for Evaluation

The successful bidder shall be the agency secure above. However, in the event of two or more Bidders securing exactly the same composite
score, then PBMC reserves the right to:

a. Declare the bidder whose technical score is highest, among the bidders who have secured exactly the same composite score as successful bidder, or

b. Invite fresh financial proposals from these bidders having same composite scores and evaluating these financial proposals, or

c. Adopt any other method as decided by PBMC.

2.20 Award Criteria

Prior to expiry of the validity period, PBMC will notify in writing that thesuccesful bidder's proposal has been accepted. Upon the successful bidders furnishing of a Performance Bank Guarantee, the contract signing process will commence. In case the successful bidder is unable to furnish the Performance Bank Guarantee and execute contract within 21 days, PBMC shall forfeit the Earnest Money deposit and shall invite the bidder ranked second in the commercial bid subject to the condition that the second rank bidder shall match the price quoted by the earlier successful bidder.

2.21 Signing of Contract

Once PBMC notifies the successful bidder that its proposal has been accepted,

PBMC shall enter into a separate Agreement, incorporating the conditions of the RFP

and its amendments and any special conditions during negotiations between the

PBMC and the successful bidder.

Initial of Bidder   Executive Engineer (Plg)

Section: 3
Scope of Work

3   Scope of Work:

PBMC reserves the right to amend/add/delete/ edit any of the following items of the scope of work at the cost of the bidder, which shall be binding on the bidder

3.1 Introduction

PBMC is involved in regulating the building construction activity in PBMC area.Followingare the broad functions performed by PBMC regarding issuance of building approvals:

   I. Scrutiny of Building plan Proposal

  II. Issuance of Deficiency Letter.

 III.Preparation of Note for approval

 IV. Issuance of Demand Letter w.r.t various payments such as permit fees, development charges, municipal dues, etc

  V .Issue of final sanction order and approved building drawing

VI .Issuance of Commencement Certificate, Occupancy Certificate

PBMC hereby invites proposals for **supply, customize and commission the Building plan approval software along with AMC for a period of 3 years** and **automate the required workflow for Building Plan approval**. The purpose of this RFP is to establish an agreement for customization and commission a **Building Plan Approval Automation and Workflow system** in the Port Blair Municipal Area

3.2 Module Process Flow

   a. The Drawing is proposed to be submitted in preformatted CAD® format used by Architects for submitting plans and creating drawings.
   b. System will associate documental data with drawing.
   c. The system will read data from drawing and establish relationship between various entities.
   d. Analysis will be done in accordance with the applicable PBMC Building Bye Laws and DCR of Master Plan for Port Blair Planning Area depending upon the state CRZ norms and ANC clearances. System will provide an interface to capture scrutiny details (Scanned /CAD® format) and relevant drawings of the proposals approved earlier so that information can be entered.

e. Tables with respect to Area statements (such as Performa A, Plot Area / Built Up Area/FSI/ Area calculations etc.), and building component calculations (such as opening schedule, parking calculations, etc.) and calculation for all other parameters as mentioned in the applicable DCRs shall be generated in the drawing. Complete requirement will be studied by the bidder at the time of preparation of SRS.

f. After scrutiny following reports shall be generated –Scrutiny Report, Failed List Report, Check List Report.

g. The work flow management with administrative controls, hierarchical login, compatibility of data transfer and integration to GIS platform, integration with e -office application & ERP have to be mapped and implemented as and when required.

h. The solution should be web based with no human intervention from the time of submission till report generation on the server

3.3 Application Customization

The bidder should analyze the existing process and discuss the same with the PBMC. Subsequently, the bidder needs to submit a document detailing the Requirements, including requirements for customization. The customization broadly includes but not limited to the following.

- Web Based Application for Issuance of planning permission and approval of Building Plan.

- On entry of relevant data, the system should generate deficiency letter / demand letters / and recommended for approval and on approval should also generate the approval letter.

- The bidder shall be responsible for collating (from PBMC) the digital maps of the mentioned PBMC areas, as in the 2.2 Project Brief. This will considered as part of the requirement gathering activity.

- System should also be customized for issuance of remarks on building plan/NOC/ Occupancy Certificate/ NOC for Additions & Alterations/ Temporary Permissions etc.

- On online entry of Survey no/ Plot No,Ward no, location , Village Name, Tehsil name etc by applicant, the application shall show respective part plan and shall generate downloadable part plan. If an applicant comes to Building Cell of PBMC, the part plan shall be printable after payment of applicable fee. The content collection and preparing appropriate tables for the BPAS database shall be considered as part of the requirement gathering activity by the bidder.

- The system shall accept the site plan, submitted by the architects or the owners of the land in UTM (Universal Transverse Mercator) format. Additionally, all the documents required for approval of the building plan shall be accepted by the system in respective formats.

- The application shall produce MIS Reports as per the standards and the requirements of the PBMC department. The reports shall be customized as per the inputs from PBMC. This activity shall be done while the requirement gathering phase.

- A dashboard should be developed from where all the MISreports can be accessed.

- Application shall have an interface to enter historical/legacy data.

Note: Other reports may be suggested by the Bidder to the departments and mutually decided post the approval from PBMC. This shall be covered as part of the requirement gathering phase.

The functionalities required in the solution as well as the Workflow is defined below but not limited to the following:

3.3.1 Core Functionalities

- The information of the pending application at each stage shall be available through the system to the stakeholders

- The system should guide the applicant about the regulations and generate scrutiny report.

- An automated solution shall associate documental data with Building drawings for automatic scrutiny of building proposal by reading CAD®. It shall automate the lengthy and cumbersome manual process of checking the development regulations, thus reducing paper work, valuable time and effort of Building cell of PBMC.

- It should ensure an easier integration of 3rd Party Applications using web services or APIs

- It will also help in attaining the e-Governance by supplying all electronic versions of the documents and in standardizing the building drawing plan process.

- The system shall readpreformatted CAD® drawings / other widely accepted format and produce scrutiny reports by mapping all the development control rules of the PBMC to the drawing entities. This will reduce occurrence of manual errors during scrutiny.

- The solution should manage the content lifecycle (drawings, certificates, note sheets etc.) related to each proposal so as to maintain complete traceability

- The sanctioned proposals should be displayed on the public domain

(PBMC Websites / BPAS Application Home Page). The sanctioned proposals should be viewable on the standard maps used online.

3.3.2 Online submissions of the applications and integration of the system with e-payment gateway CAD based scrutiny of the Building Plans

- The architect's / client plan in soft copy in preformatted CAD® drawings/other widely accepted formats to be mapped and evaluated against the prevailing Building rules, bye laws and development norms as applicable to the PBMC.

- Tables with respect to Area statements (such as Performa A, Plot Area / Built Up Area/FSI/ Area calculations etc.), and building component calculations (such as opening schedule, parking calculations, water tank capacities etc.) and calculation for all other parameters as mentioned in the applicable DCRs of Bye-laws shall be generated in the drawing. Complete requirement will be studied by the bidder at the time of preparation of SRS.

- A computerized /automated scrutiny report indicating the required/permissible parameters and the proposed parameters is to be tabled including status of each rule whether passed or failed.

- There should be system generated list highlighting the entities on which the plan is failing, thereby enabling PBMC authorities to prepare objection list and inform the client to take necessary actions.

- System should be capable to make list of technical remarks provided by the PBMC Officers. Relevant technical remarks will be discussed with the core group members and shall get incorporated in the software within mutually agreed time frame.

- The acknowledgment letters, approval letters, deviation or the rejection letters etc should be system generated.

- In addition to the above, the CC/OC/NOC also to be issued by e-signatures and displayed on website and individual email id.

- System should address automated building scrutiny of preformatted CAD® drawings / other widely accepted format drawings along with Building plan approval process management in an integrated manner.

- System should Auto-Detect structures in the drawing based on usage (e.g. Residential, Commercial or Residential- Commercial Mixed) and also auto detection of high-rise buildings or low-rise buildings

- System should Auto generate FAR, Area statement and Schedule of opening by reading preformatted CAD® drawings / other widely accepted format drawings .

- System should Auto-generate plot area & plot area calculation for cross verification

with system entered value by triangulation

- System should Auto hatch particular objects as per building control rules.
- System should Auto detect site margins and verification of coverage area.
- System should Auto-generate Failed entity report and marking the same on the drawing
- System should make Plotting of drawing submitted by Architect and processed through software in non-editable format

3.3.3 Work Flow Management System

- The system should have the inbuilt workflow for each service (transaction and workflow based services)
- System should enable the officer in-charge or the applicant to add/update the information pertaining to name, address, license category, and details of Surveyor/Registered Architect, Registered Engineer, Licensed Supervisor etc and other required information.

- The system should have the proper workflow management and should allow respective authority of concerned department to take appropriate decisions.

- An interface Application form which the applicants can make electronic submissions of the supporting documents and drawings to the PBMC should be provided

- Using this interface either at the PBMC or through PBMC Licensed Architects/Engineer the applicants would be able to submit the necessary Documentation and soft copy of the drawings in CAD® drawings / other widely accepted format drawings

- The system must provide for proper user authentication and access control mechanisms so as to ensure that only authorized users can access relevant information.
- The system must provide for all submissions to be acknowledged and site visit dates and further approval schedule is to be provided to the architects/ client instantly.
- The System should support the Mobile Governance for sending SMS, e-mail gateway to the applicant regarding receipt of application, receipt of payment, payment notice, field visit, renewal of permit, payment of extra fee etc.
- The system should automatically generate an SMS which is sent to the Registered Architect/Engineer and concerned Field staff if there are any cancellations of site visit, the system should intimate the key relevant people so as to avoid unnecessary wastage of time. Reasons for such cancellation should also be recorded in the system.

- The system should generate MIS to be sent to higher authorities for approval and to make the approval status available online.

- The client/ Architect should be able to review the status of approval online.

- The system should have the ability and flexibility to design suitable workflow for the approval process as per the requirements of the PBMC.

- The approval workflow should be as per the work flow being followed by the PBMC authority's hierarchy and workflow rules should be flexible enough to change as desired.

- System should generate automatically the fee memo/ demand notes based on the submitted Building plan. System should have necessary interfaces for Fee collection and receipt generation integrated

- System should integrate with the payment gateway system provided by PBMC in such a way that payments pertaining to building permits can be made online along with refunds if any

- The System should keep adequate reconciliation mechanism for receipts and disbursement relating to Building permissions

- Use of digital signature for approval of application at different levels should be incorporated in the application system

- System should provide search facility to find out the old application by giving permit number or owner details or any other key index finalized by PBMC

- System should define the service levels and the escalation matrix to officials regarding time limit for processing an application

- System should track delays in approval steps and maintain an audit log of the approval process steps. System to generate an alert against each application when it nears the time limit for disposing it.

3.3.4 Architect / Owner Registration for BPAS.

Sl No	Bidder Registration	Functionalities Requirements
1	Centralised Registration	Provide a single interface for the registration of all architects who intend to do business with the PBMC
2	Online Application for Registration	Identify the applicant with reference to a unique ID to be Prescribed by PBMC. Capture the following minimum information of the applicant with appropriate validations.

		a. Unique ID b. Name c. Address d. Corporate Information e. Certificate from Council of Architecture. The pre-requisite shall be captured as per the standard formats of Building Cell of PBMC. This shall be finalized in the requirement gathering phase.
		Facility for uploading of attachments as required by PBMC for establishing identity and past experience etc.
		Facility for filling up of the application offline and uploading.
		Facilitate the applicants to save a partly filled application in 'Save Draft' mode for period of 80 days.
		Enable online collection of registration fee. (if required as per the existing process)
		Assigning a unique application number to each applicant.
		Enable tracking the status of the application.
3	Approval of Applications	Enable the Competent Authority to approve/reject the applications for registration based on a workflow system and Business rules. Communication of successful registration/ \rejection to the applicant through an e-mail alert.
4	Digital Signature Certificates (DSC) to registered bidders	Provision to accept Digital Signatures supplied by any Certification Authority (CA) approved by GOI
5	Renewal of Registrations	Enable the Competent Authority to approve/reject the applications for registration based on a workflow system and Business rules. Communication of successful registration/rejection to the applicant through an e-mail alert.

Initial of Bidder

SI No	Bidder Registration	Functionalities Requirements
6	Updating and withdrawal	Enable the Architects/Engineer/Licensed supervisor, as the case may be, to update the data in the Registry with appropriate authorisations. Enable the Architects/Engineer/Licensed supervisor to withdraw the registration on a voluntary basis.
7	Cancellation and	Allow the authorised officials of the participating departments

| | Blacklisting | to cancel the registration of any particular Architects/Engineer/Licenced supervisor, as the case may be following the rules laid down by PBMC in this regard.

Integrating the information on cancellation with all other related modules so as to ensure that such Architects/Engineer/Licenced supervisor do not conduct further business with PBMC. |
|---|---|---|
| 8 | Search | Enable authorised officials of the backend departments to search the database for list of registered Architects/Engineer/Licenced supervisor, as the case may be based on the 'search' criteria such as lines of business, turnover, past experience, as decided by PBMC. |
| 9 | Help | Provide an online handbook for registration. Provide online assistance for facilitating architects to register conveniently. Provide FAQs on the registration process. |

3.3.5 Reporting Functionality

System should provide various reports to PBMC. External user should be able to view the application status using an application tracking number. Some other standard reports but not limited to the following

- Plans approved
- Pending proposals
- Delayed approvals
- Revenue generated, etc. as per the PBMC requirement
- Dynamic reports based on search results on agreed indexes on all Permission (in progress/ Completed)
- Online real time search functionality for Users

3.3.6 Tracking Feature:

The system should allow the applicant and the stake holder/PBMC officials to view the progress of the application at various stages involved in the approval process. This feature shall be included on the approval of PBMC. The bidder shall understand the existing process to design different stages involved in the Building Plan Approval. This will help the applicant and the stake holder to take a decision to fast track or hold the approval based on the decision of PBMC.

3.3.7 Data Collection and Migration:

The content collection and preparing appropriate tables for the BPAS database shall be considered as part of the requirement gathering activity by the bidder. The bidder is responsible for content collection, conversion and migration of legacy data and maps it to the appropriate data points in the new BPAS database. This shall be considered as the as part of the requirement gathering activity by the bidder.

3.3.8 Survey Application for site surveys

- An online survey application shall be developed aimed to automate the existing manual process of the preliminary site surveys for the building plan approval. The survey application shall be a mobile based application which may be captured by any smart devices. The application should broadly consist the following:

    a. Log in facility to capture the correct surveyor with authentication features.

    b. Capturing the Geo-tagged and time stamped picture.

    c. Capturing the boundary of the surveyed location with the co-ordinates.

    d. Boolean Question and Answers

    e. Submission of the survey on the PBMC server.

    f. Any other survey parameters as decided by PBMC

The results of the survey should be integrated with the workflow of the Building Plan Approval System. The survey details should be mentioned on the standard maps online.

3.3.9 **Drawing Preparation Utility**: Submission of drawings should be in .dwg format using standard CAD tool following the user manual provided.

3.3.10 Design Composition

The bidder shall provide an easy configurable workflow and user interfaces (web pages) for quick navigation to required page.
The software should be compatible with latest version of all popular browsers(IE,Chrome,FireFox etc.,)/ smart devices.

3.3.11 Coding & Integration

The design shall be decomposed to responsive HTML's which will be compatible with the latest version of browser & all smart devices. The browsers supported would be Internet Explorer 7, 8 & 9+ Latest version of Chrome, Mozilla & Safari. The application is expected to realign and fit to the smart mobile devices (iPAD, iPhone,Android etc.)

3.4 Timeline, Deliverables and Payment Schedule

This is a time bound and high priority project. It must be understood that the successful bidder has made the proposal after fully considering all such factors, which may have any bearing on the time schedule. The bidder will be required to **supply, customize and commission the Building plan approval software along with AMC for a period of 3 years** and **automate the required workflow for Building Plan approval** within given timeframe from the issue of work order.

The total project duration is as per the following:
- Customization and Go Live: 18 Weeks from the issue of Work Order
- Maintenance Support: 3 Years from Go Live.

Stage	Primary Deliverables	Timeline	Payment schedule
System Study Conduct System Study, Gap Analysis and BPR required. Preparation of SRS, FRS and finalisations of SRS, PBMC Sign off Software Requirement. Submit the SRS (Software Requirement Specification) document to PBMC for a signoff.	SRS, FRS and System Study Report	Six Weeks after receipt of Work Order	20% of the Quoted price
Customization and Development of the Software Includes Customization, Configuration, and Deployment of Automated/ partly Automated Business Process System, Deployment and UAT sign off,	Customized Solution, Test Cases	Eight Weeks after the signoff of SRS.	25% of the Quoted price

Third Party Security Audit of the Application. This includes the fixing defects and procuring the security audit certificate.	Audit Certificate	Two weeks after completing the UAT on the developed application	
Installation, Pilot Run	Pilot Project Report	Two weeks after completing the UAT on the developed application	25% of the Quoted price
Training and Handholding for the PBMC staff and the empanelled architects.	Training Report, Manuals etc.	Two weeks after completing the UAT on the developed application	
Go Live of the application. **The final sign off would be given after running on 10 live cases.**	10 successful live cases in live environment	Two weeks after training and test run and completion of 10 live cases of sanction	10% of the Quoted price
Yearly Support for three years Includes product upgrades and maintenance, hosting support and dedicated manpower support for a period of 3 years	Quarterly Progress Report	From Six months after go live	Proportionate Quarterly payment of the balance 20% of the Quoted price

3.4.1 Documentations

The selected agency shall provide the following documentations in hard as well as soft copies:

1) Detail Project Plan

2) Fortnightly progress reports

3) System Requirement Specification (SRS) document containing detailed requirement capture and analysis including functional requirement, Interface Specifications, application security requirements.

4) Training Manuals and literature

5) Systems Administration Manuals

6) User manuals

7) Installation Manuals

8) Operational Manuals

9) Maintenance Manuals

10) Security policy and procedure for software including Password security, logical access security, operating system security, data classification, and application security and data backups.

3.4.2 Security Audit

It is the responsibility of the selected bidder to get the security audit done of the proposed solution with a Cert-In empanelled security auditor. The selected bidder would be required to share the complete details of the audits along with copies of all communication and bug reports / removal, written or otherwise. Please refer Annexure at 7.4 and 7.5.

3.4.3 Product Upgrades

The selected bidder shall provide PBMC with all new versions, releases, and updates to all the Software provided during the Operations and maintenance period without any cost.

3.4.4 Inspection and Testing

The inspection of installation of services shall be carried out to check whether the services are in conformity with that mentioned in the tender. The bidder will test all operations and accomplish all adjustments (tuning) necessary for successful and continuous operation of the systems to the satisfaction of the PBMC.

The acceptance test will be conducted by PBMC or any other person nominated by the Department, at its option. There shall not be any additional charges for conducting acceptance tests. The software should be complete. The bidder shall maintain necessary log in respects of results of the tests to establish to the entire satisfaction of the Department, the successful completion of the test specified.

In the event of software failing to pass the acceptance tests, a mutually agreed period (not exceeding 15 days) will be given to rectify the defects and clear the acceptance test, failing which the PBMC reserves the rights to get the product replaced by the bidder at no extra cost to PBMC.

3.4.5 Operations and Maintenance

The Successful bidder shall maintain and support the supplied software for a period of 3 years after the successful operational acceptance, including:

- Three years maintenance for the software.

- Resolution of errors/bugs (if any), software updates, changes in the software that may be necessary due to legal/statutory changes etc.

- Providing all software updates and patches released by the OEM, update

and patch management, resolution of any issues/problems with the solution etc.

- Deploy adequate facilities management personnel to maintain the software as per the service level requirements including servicing/updation and maintenance of IT assets.

3.4.6 Resourcing

- The successful bidder shall provide a dedicated project manager (onsite at PBMC premises, though not required to be deployed full time) till successful and go live and appropriate handholding and training of the BPAS solution.

- The successful Bidder shall identify a single point contact for PBMC as a project manager for post go live period during the period of the contract that should be present for discussions, important meetings and should act as one point contact for PBMC.

- A centralized helpdesk for BPAS with Two (2) full time resource shall be deployed at PBMC to help the officials with the following qualifications catering to the mentioned scope as below –

    - (One) 01 no. Minimum of MCA/BCA or equivalent Qualification with 02 years experience in software applications.
    - (One) 01 no. CAD Drafts man with ITI/Diploma in Civil/Architectural Drafting with minimum 1 year of experience in building drawings and knowledge of CAD software for the following services on successful Go-Live of the entire software application for six months.

        - Provide application training and handholding to new users or refresher training to old users.
        - To make onsite changes required at server and application level.
        - Onsite testing of patches or new versions received from Off-site before their deployment, Database maintenance and Backup management.
        - Issues tracking and MIS report generation.
        - Application Hosting Support and Back Up Maintenance

The activities of Hosting and Back Up Maintenance shall include:

- Backup of, database and application as per stipulated policies.

- Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies.

- Ensuring prompt execution of on-demand backups of volumes, files and database applications whenever required by PBMC or in case of upgrades and configuration changes to the system.

- Real-time monitoring, log maintenance and reporting of backup status on a regular basis. Prompt problem resolution in case of failures in the backup processes.

- On-going support for file and volume restoration requests.

3.4.7 Hosting

BPAS application will be hosted on a dedicated server in the PBMC server room. The successful bidder shall configure and install the licensed software with all critical updates to be installed in the server on regular basis apprising PBMC. The bidder shall provide the list of the hardware, system software and supporting software requirements for the deployment of the solution keeping in consideration SLA parameters for the application.

3.4.8 Operational Acceptance

Successful completion of the contract will be gauged through a series of formal acceptance tests performed on all aspects of the system/sub systems:

1) Bidder must host the services from the data centre decided by PBMC.

2) In the go-live phase, Bidder will have to manage and roll out a beta stage where the system will be made available and restricted only to the users in the department through an appropriate mechanism on the web, and conduct user acceptance testing of the System based on test cases developed by the Bidder in consultation with PBMC and validated by PBMC. Based on the test results, required changes will be carried out and tested. Post this, software for automated building plan approval will be officially launched and operational acceptance will be complete.

3.4.9 Final Acceptance of the Application

At the end of the BPAS application acceptance period, PBMC will acknowledge complete application acceptance in writing and approve it for Go-Live. This, however, will happen upon completion of the following:

A. All required activities as defined in the bid document including all changes agreed by PBMC and delivered by the successful bidder and accepted by PBMC.

B. All required documentation as defined in this bid document including all changes agreed by PBMC and delivered by the successful bidder and accepted by PBMC.

C. All required training as defined in this bid document and delivered by the successful bidder and accepted by PBMC.

D. All identified shortcomings/defects in the complete satisfaction.

3.4.10 BPAS Application Training:

The bidder must provide the training and documentation for all users of the system across the PBMC.

The following activities need to be performed by the bidder as part of Training Documentation:

a. Defining overall training requirements in consultation with PBMC.
b. Preparation of training plan, schedule etc.
c. Preparation of training guides/user manuals for the application and installation manual and administration manual.
d. Documentation to be provided to PBMC in electronic medium and Booklet in binding form.
e. Bidder is required to provide training manuals **and video tutorials** for all the modules and applications of the customized solution as per the PBMC requirements. The manuals should be updated as and when features/ functionalities in the system changes.
f. Based on the skills of the users, the bidder has to provide comprehensive training, recommend approach for the same.
g. Bidder is required to provide application software training to end user.
h. Following is the Indicative Training Schedule:

Training for (Indicative Only)	Period (Indicative Only)
Senior Management	One day
Middle Management	Two day
Other Senior Management	Three day
Other End Users	Three day

Training for(Indicative Only)		Training on:
Senior Management Secretary, SuperintendingEngineer, Architect, Executive Engineers.		Application usage MIS report analysis Query/Search generation
Middle Management Building Official, Assistant Engineers, Junior Engineers, Building Inspectors		Application usage MIS report analysis Query/Search generation ,Data Validation

Training for(Indicative Only)	Training on:
Other Senior Personnel Surveyors,Section Officers, Desk Officers	Application usage Query/Search generation System start-up/shutdown Procedures Issue resolution processes
Other End Users Other staff involved in the procurement process across various departments	Application usage Query/Search generation System start-up/shutdown procedures Issue resolution processes

Note: Any of the above activity needs to be reviewed and approved by PBMC.

A detailed training schedule, including the dates, areas to be covered, time and the training Literature (to be supplied to PBMC) at various stages of the cycle will be agreed to by both parties (PBMC and the successful bidder) during the performance of the Contract.

3.4.11 Data Ownership:

All the data created as the part of the project shall be owned by PBMC. The Service Provider shall take utmost care in maintaining security, confidentiality and backup of this data. Access to the data / systems shall be given by the Service Provider only to the personnel working on the projects and their names & contact details shall be shared with PBMC in advance. PBMC its authorized representative(s) shall conduct periodic / surprise security reviews and audits, to ensure the compliance by the Service Provider to data / system security.

Section: 4
Service Level Agreement

4   Service Level Agreement

The successful bidder has to comply with below-mentioned SLAs to ensure adherence to quality, security and availability of service. The bidder should provide adequate tools required to capture the data for SLA verification and will submit the SLA reports on the monthly basis to PBMC.

4.1 Resolution Time

Definition	Time in which a complaint /query is resolved after it has been reported by PBMC to the post go-live support team of the successful bidder.
Service Level Requirement	Each query will have a different impact on the business functionality so it has been categorized as follows: Priority Level 1 (L1): Queries regarding issues that have the greatest business impact wherein the user is not able to perform his/her regular work For example: unable to log into the system due to errors in software. Priority Level 2 (L2): Queries regarding issues that have medium business impact wherein the user is partially able to perform his/her regular work. For example: user is able to log in and perform most of his normal work, but can't approve a certain document on screen. Priority Level 3 (L3): Queries regarding issues that have the least/no business impact involving cosmetic changes. For example: change of character font on screen etc. The successful bidder should provide service within following timeline: <table><tr><th>Type of Query</th><th>Maximum Resolution time allowed</th></tr><tr><td>L1</td><td>One Working Day</td></tr><tr><td>L2</td><td>Two Working Day</td></tr><tr><td>L3</td><td>Three Working Day</td></tr></table>
Measurement of Service Level Parameter	The service level would be defined in the number of days calculated from the date and time of logging the call/raising the request with the successful bidder.
Penalty for non-achievement of SLA	Delay of every business day would attract Penalty per day as per: 1. For L1 = three X Per day Penalty

	2. For L2 = two X Per day Penalty
	3. For L3 = one X Per day Penalty
	The total penalty generated is product of the number of days and per day penalty, as defined in the project contract. The penalty would be calculated on quarterly basis and would be adjusted from the quarterly payment.
	The Penalty per day is Rs. 5,000/-

4.2 Penalties shall not be levied on the successful bidder in the following cases:

i.   The noncompliance to the SLA has been solely due to reasons beyond the control of the successful bidder.

ii. There is a Force Majeure event affecting the SLA, which is beyond the control of the successful bidder.

4.3 Application Performance Requirement:

- Average Application Response Time during peak usage hours as measured within the server environment shall not exceed 2 seconds (The list of critical business functions and peak usage hours will be identified by PBMC during the Supply and System Integration Phase).

- The standard query (which includes complex and joint queries) response time for the application shall be maximum upto 3 Seconds.

- The average application response time of each page should not be more than 5 Seconds.

4.4 Development SLA:

The deliverables shall be completed as per the timelines mentioned in the **Section 3.4**

'Timelines, Deliverables&PaymentSchedule . Following shall be the penalty for non-achievement of the SLA.

- Delay of every week would account to a penalty of INR 15,000.

- The penalty during the implementation and Go Live would be deducted from the payment to be made from the respective deliverables.

- The penalty would be limited to 1% of the total value of the respective deliverables (ref. section 3.4)

- Once the maximum penalty limit has reached against respective deliverables, PBMC has the right to call for annulment of the contract after due intimation to the bidder.

Section: 5
General Conditions of Contract

5. General Conditions of Contract

5.1 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the India.

5.2 Settlement of Disputes

a) Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of

the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GCC 5.2 (b) shall become applicable.

b) Arbitration:

   (i) In the case of dispute arising, upon or in relation to, or in connection with the contract between PBMC and the Successful bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the PBMC and the successful bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the PBMC. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

   (ii) Arbitration proceedings shall be held in Port Blair, Andaman Islands, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

   (iii) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by PBMC and the successful bidder. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

5.3 Taxes and Duties

The successful bidder shall be entirely responsible for all taxes including GST, stamp duties, license fees, and other such levies imposed.

5.4 Performance Bank Guarantee

i.   The successful bidder shall at his own expense, deposit with PBMC, within fourteen (14) 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 Nationalized bank acceptable to PBMC, payable on demand (In Port Blair), for the due performance and fulfilment of the contract by the successful bidder. Please Refer **(Section 7.2)**

ii. This Performance Bank Guarantee will be for an amount equivalent to 10 percent of complete contract value for 3 years. All charges whatsoever such as premium, commission, etc., with respect to the Performance Bank Guarantee shall be borne by the successful bidder.

iii. The Performance Bank Guarantee shall be valid till 180 days from the end of three year Maintenance Contract period and should be in the format prescribed in the tender.

iv. The Performance Bank Guarantee may be discharged/returned by PBMC upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

v.   PBMC shall also be entitled to make recoveries from the Bidder's bill guarantee, or from any other amount due to him, the equivalent value of any payment made
     to him due to inadvertence, error, collusion, misconstruction or misstatement.

5.5 Confidential Information

PBMC and the successful bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

PBMC shall not use such documents, data, and other information received from the successful bidder for any purposes unrelated to the Contract. Similarly, the successful bidder shall not use such documents, data, and other information received from PBMC for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

5.6 Warranty

All the supplied items/services are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

The items/services shall be free from defects arising from any act or omission of the successful bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

5.7 Changes in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the successful Bidder has thereby been affected in the performance of any of its obligations under the Contract.

5.8 Force Majeure

The successful bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to failure to perform its obligations under the Contract is the result of an event of Force Majeure.
Force Majeure shall not cover the price fluctuation of components.

For purposes of this Clause, Force Majeure means an event or situation beyond the control of the successful bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the successful bidder. Such events may include, but not be limited to, acts of PBMC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the successful Bidder shall promptly notify PBMC in writing of such condition and the cause thereof. Unless otherwise directed by PBMC in writing, the successful Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

5.9 Change Orders and Contract Amendments

PBMC may at any time order the successful bidder to make changes within the general scope of the Contract, in any one or more of the following:

i.   Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for PBMC.
ii.   The place of delivery.
iii.   The Related Services to be provided by the successful bidder.

If any such change causes an increase or decrease in the cost of, or the time required for, the Successful bidder's performance of any provision shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the successful bidder for adjustment under this Clause must be asserted within 28 days from the date of the successful bidder receipt of PBMC's change order.

Prices to be charged by the successful bidder for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties,

and shall not exceed the prevailing rates charged to other parties by the successful Bidder for similar services.

5.10 Extension of Time

If at any time during performance of the Contract, the successful bidder encounter conditions impeding timely delivery of the Goods or completion of Related Services, the successful bidder shall promptly notify PBMC in writing of the delay, its likely duration, and its cause. As soon

as practicable after receipt of the successful bidder and may at its discretion extend the successful bidder's

Delay by the successful Bidder in the performance of its Delivery and Completion obligations shall render the Bidder liable for disqualification for any further bids in PBMC, unless an extension of time is agreed mutually.

5.11 Termination

5.11.1 Termination by PBMC

a. PBMC may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (k) of this GCC Clause 5.11.1. In such an occurrence, PBMC shall give a not less than 30 days' written notice of termination to the successful bidder,and sixty(60) days' in the case of the event referred to in (j).

b. If the successful bidder does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as PBMC may have subsequently approved in writing.

c. If the successful bidder becomes (insolvent or goes into liquidation, or receivership whether compulsory or voluntary.

d. If the successful bidder, in the judgment of PBMC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

e. If the successful bidder submits to the PBMC a false statement which has a material effect on the rights, obligations or interests of PBMC.

f. If the successful bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to PBMC.

g. If the successful bidder fails to provide the quality services as envisaged under this Contract, PBMC may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. PBMC may decide to give one chance to the successful Bidder to improve the quality of the services.

h. If the successful bidder fails to comply with any final decision reached as a result of arbitration proceedings.

i. If, as the result of Force Majeure, the successful bidder is unable to perform a material portion of the Services for a period of not less than 60 days

j. If PBMC, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

k. In the event PBMC terminates the Contract in whole or in part, pursuant to point (a) to (h)

Initial of Bidder   Executive Engineer (Plg)

of GCC Clause 5.11.1, PBMC may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the successful bidder shall be liable to PBMC for any additional costs for such similar services. However, the successful bidder shall continue performance of the Contract to the extent not terminated.

5.11.2 Termination by Bidder

The successful bidder may terminate this Contract, by not less 30 days written notice to

PBMC, such notice to be given after the occurrence of any of the events specified in

paragraphs (a) through (d) of this GCC Clause 5.11.2:

a. If PBMC fails to pay any money due to the Successful bidder pursuant to this Contract and not subject to dispute pursuant to GCC Clause 5.2 hereof, within 45 days after receiving written notice from the successful bidder that such payment is overdue.

b. If, as the result of Force Majeure, the successful bidder is unable to perform a material portion of the Services for a period of not less than 60 days.

c. If PBMC fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 5.2 hereof.

d. If PBMC is in material breach of its obligations pursuant to this Contract and has not remedied the same within 45 days (or such longer period as the successful bidder may have

Subsequently approved in writing) following th notice specifying such breach.

5.12 Payment upon Termination

Upon termination of this Contract pursuant to GCC Clauses 5.11.1 or 5.11.2, the PBMC shall make the following payments to the Successful bidder:

a. If the Contract is terminated pursuant to GCC Clause 5.11.1 (j) or 5.11.2, remuneration for Services satisfactorily performed prior to the effective date of termination.

b. If the agreement is terminated pursuant of GCC Clause 5.11.1 (a), (b), (c), (d), (e), (f), (g)

(h) and (k) , The successful bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the PBMC may consider making a payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the PBMC. Applicable under such circumstances, upon termination, the PBMC may also impose liquidated damages. The successful bidder will

be required to pay any such liquidated damages to PBMC within 30 days of termination date.

5.13 Applicable laws

i. The Contract shall be interpreted in accordance with the laws prevalent in India.

ii. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Department about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Department and its employees/ officers/ staff/ personnel/representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

iii. Compliance in obtaining approvals/ permissions/ licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Department and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Department will give notice of any such claim or demand of liability within reasonable time to the bidder.

iv. All legal disputes are subject to the jurisdiction of Civil Courts at PortBlair

5.14 Assignment

Neither the PBMC nor the successful Bidder shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section: 6

Guidelines for filling Response to RFP

6 Guidelines for filling Response

6.1 Guidelines for Preparation of Pre-qualification Proposal [Envelop A]

1. Annual Turnover Details of the Bidder (Please refer to RFP Clause 2.19.2 (iii))

S.No	Years	Turnover Details (inRs.)
A	2013 –14	
B	2014 –15	
C	2015 –16	
Average Annual Turnover (A+B+C)/3		

* Please include Audited Annual Statement/Auditor's certificate in the Annexure to the technical proposal.

6.2 Other Pre- Qualification documents

S.No	Particulars	Particulars	Annexure in Technical Proposal*	Page No of the Annexure in the technical Proposal
1.	Registration Certificate under the Companies Act, 1956.	Reg. Certificate		
2.	ISO 9001-2015 certification	Certificate		
3.	A board resolution / Registered/ Non-revocable Power of Attorney executed by the Bidder in favour of the bidder'sauthorized representative to sign/ execute the proposal as a contract document and also execute all relevant agreements forming part of RFP.	Board Resolution / Authorization Letter		
4.	Affidavit that the bidder has not been debarred/ blacklisted by any Govt/ Semi-Govt. organization for quality of services/ product and there are no legal issues/ order prohibiting/	Affidavit		

S.No	Particulars	Particulars	Annexure in Technical Proposal*	Page No of the Annexure in the technical Proposal
	restraining the bidder to participate in the bid process.			
5.	The bidder eligible for participation in the tender shall be single business entity / consortium with the maximum with one partner (total of two members).	Only in case of Consortium: Declaration and Consent on bidder / lead bidder letter head.		
6.	The proposed solution should have been implemented as Building permission systems in at least 2 ULBs (Urban Local Bodies) in India during the period from 1st January 2010 till the bid submission date. The bidder has to necessarily submit POs/ WOs and completion certificate from the authorized signatories of the ULBs.	Relevant Work Orders and Completion Certificate		
7.	The bidder should be O.E.M or authorized dealer / implementation partner of Software Product proposed for this project	MAF Certificate only in case of bidder being an implementation partner		
8.	At least 1000 building plans approval should have been processed using the software being proposed	Relevant Experience Certificate from client		
9.	Any other document supporting bid			

*Please include the entire supporting document in the Annexure to the technical proposal.

6.3 Guidelines for Preparation of Technical Proposal [Envelope B]

1. A printed covering letter, on the bidding organisation's letterhead with all required information and authorised representative's initials shall be submitted along with the

Initial of Bidder   Executive Engineer (Plg)

proposal. In case the bidder edits the content of the proposal covering letter; it will be treated as a non-responsive bid and shall be rejected.

2. The technical proposal should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical solution meets the requirements specified in the RFP. The technical proposal may not contain any pricing information. In submitting additional information, the bidder should mark it as supplemental to the required response.

3. Proposals must be direct, concise, and complete. Any information which is not directly relevant to this RFP shall be omitted. PBMC will evaluate the bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP.

4. The bidder is expected to provide Bill of Materials (BoM) for the Supply and Commissioning of software solution for automation of Building Plan Approval System in PBMC as part of the technical proposal without price quote.

5. The bidder shall fill in the technical response as per the template provided **Refer 6.4** failing to which, the bid shall be treated as non-responsive and shall be rejected.

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6.4 Template for Technical Proposal

Section A

Technical Proposal Response Letter

(To be submitted on the letterhead of the bidder)

{Location, Date}

To

The Executive Engineer (Planning)
Planning Unit
Indira Bhavan
Municipal Head Quarters
Port Blair Municipal Council,
Port Blair 744101
Andaman Islands

Ref: RFP Notification number

Subject: Submission of proposal in response to the RFP for **"Supply and commissioning of software solution for automation of Building Plan Approval System in PBMC"**

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP Notification number…………for "Supply and Commissioning number of software solution for automation of Building Plan Approval System in PBMC"

We have read the provisions of the RFP document and confirm that we accept these. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

1. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of 180 days from the date of opening of financial proposals.

2. We would like to declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.

3. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.

4. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.

5. We understand you are not bound to shortlist/accept any or all the proposals you receive.

6. We hereby declare that we qualify and fulfil all the Prequalification criteria mentioned at clause 2.19.2.

Initial of Bidder   Executive Engineer (Plg)

Our correspondence details with regards to this proposal are:

Sr. No	Information	Details
1	Name of responding firm:	
2	Address of responding firm:	
3	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
4	Telephone number of contact person:	
5	Mobile number of contact person:	
6	Fax number of contact person:	
7	E-mail address of contact person:	
8	Status of Firm/ Company (Public Ltd., Pvt. Ltd., etc.)	
9	Details of Registration (Ref e.g., ROC Ref number)	

EMD Detail
Date and number:

Name of Nationalized/ Scheduled bank:

Amount: Rs.5, 00,000/- (Five Lakhs Only)

We hereby declare that our proposal submitted in response to this RFP is made in good faith, and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,
[FIRM'SNAME]

Name

Title

Signature

Date and Stamp of the Signatory

Please include the compliance details in the Annexure to the technical proposal.

Initial of Bidder   Executive Engineer (Plg)

Section B

Technical Specifications

Following are the brief specifications of the APPLICATIONS, WHICH will meet the requirements of PBMC

Bidders are requested to go through these requirements carefully. In order to reduce time for development and deployment, PBMC expects that bidder should propose a software solution which meets at least 70% of the following requirements out of box and rest is configurable. A demonstration in support of the claims can be asked for, if required.

S. No.	Specifications	Yes / No/ Customize	References / comments
1.0	**Security system**		
1.1	The system should be able to Define Roles for all users in the work flow		
1.2	The system should be able to Define rights to the application features for each of the roles		
1.3	The system should be able to provide log for Time and user stamping of each usage		
1.4	The system should be able to prevent unauthorized access to servers and network log should be maintained for all the transactions handled		
1.5	The System 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 Audit trail will be monitored.		
1.6	The system should have controls incorporated in to ensure that the databases are not tampered/ altered/ modified/ deleted, except updating the records		
1.7	Users should be allotted login user-id and password to fix up accountability for transactions carried out.		
1.8	The system should support digital Signatures to make the document		

	and certificates authentic. Various Database level Security provisions should be implemented		
1.9	The system should ensure security of the Plans approved by authorities used by the system. This will include storing approved files which will be non-editable, storing the approval information in database in secured manner		
1.10	Security system to prevent activities like hacking in the Database should be suggested		
2.0	**Technical Architecture of System Software**		
2.1	The backend should be one of the leading and proven RDBMS		
2.2	The software should have its own MIS report generation and to be integrated with master MIS dashboard. The existing report system has to be studied and modified if necessary		
2.3	The system should be able to Incorporate the sanctioning order including the relevant application numbers, date in the soft copy itself after the plan is sanctioned which is full proof and shall not be able to be tampered or altered by any body		
2.4	The system should be able to create a comprehensive decision support system based on transaction date.		
2.5	The software shall read the soft copies of the drawings submitted in CAD(R) format and validate it for PBMC requirements. If the proposals in the drawings are not as per permissible rules and regulations, the software shall indicate the errors and give a report for rectification		
2.6	The software shall be web based and shall be used concurrently in as many locations at which accessed.		
2.7	The software shall be web enabled and built on 3 tier internet architecture and shall be accessible		

	to all official locations over a Broadband/VPN/ Lease Line connection The software architecture shall allow clustering to ensure scalability as the usage of system keeps increasing over time. The PBMC shall reserve the right to deploy additional servers on an as-required basis		
2.8	Some data as desired by the PBMC shall also be accessible to citizens directly through internet		
2.9	An On-line help module should be available which shall provide detailed help for each process/report of the Application		
2.10	The proposals should be acknowledged from Clients and site visit dates and further approval schedule is to be given to the architects/ client on the spot. An SMS/E-mail may also to be sent to architect and concerned Field staff. If there is any cancellation on site visit they may be informed through SMS to avoid unnecessary wastage of time.		
2.11	The acknowledgment letters, approval letters, deviation or the rejection letters should be system generated		
2.12	The approval workflow should be as per the work flow being followed by PBMC's hierarchy and workflow rules should be flexible enough to change as desired		
2.13	Related MIS and exceptional reports should be developed based on the plans passed, Pending proposals, Delayed approvals and revenue generated, etc. as per PBMC's requirement		
	Automation of Building Bye Laws		

3.0	The architect's/ copy in CAD(R) should be mapped with the building development control rules of the PBMC. A module/utility should be developed and provided for the Architects for preparation of plan as per the requirement of the software. This utility could be an online resource available to Architects accessible through authentication. An automated scrutiny report indicating the required / permissible parameters and the proposed parameters should be evaluated by this module/utility. These reports are later sent to higher authorities for approval and to make the approval status available online. The client/ Architect should be able to review the status of approval online.		
3.1	There should be uniformity in Approval process throughout PBMC with proper status tracking of the proposals		
3.2	Architect/Client's line drawing in CAD(R) should be read and area calculation sheet is to be system generated to eliminate the human errors.		
3.3	An automated scrutiny report indicating the required/permissible parameters and the proposed parameters is to be tabled including status of each rule whether passed or failed		
3.4	There should be system generated list highlighting the entities on which the plan is failing, thereby enabling the authorities to prepare objection list and inform the client to take necessary actions		
3.5	Auto-Detection of structures in the drawing based on usage (e.g. Residential, Commercial or Resi-comm. Mixed) and also auto detection		

	detection of High-rise Bldg. or Low-rise Bldg	
3.6	Auto generation of FAR, Area statement and Schedule of opening	
3.7	Generation of plot area & plot area calculation for cross verification with system entered value by triangulation and other parameters of buildings and constructions	
3.8	Generation of Failed entity report and marking the same on the drawing	
3.9	Plotting of drawing submitted by Architect and processed through software in non editable format	

Section C

- Introduction on Product
- URLs of Live Projects where the system is running successfully
- Overall solution design, architecture, workflow & interface with the optimum hardware requirement to meet the application SLA

- Implementation Plan, Operations, Management and handholding Plan

- Security Aspects
- All other Annexures

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Section D

Checklist for the Technical Bid

S.No	Section	Particulars	Page no of the technical Proposal
1	Section –A	Technical Proposal Response Letter	
2	Section –B	Technical Specification	
3	Section –C	Detailed Technical Proposal	

6.5 Guidelines for Preparation Financial Proposal [Envelop C]

Financial Proposal should comprise of the following:

1. The rate quoted will be binding upon the successful bidders irrespective of the actual quantity during the award of contract.

2. Unless expressly indicated, bidder shall not include any technical information regarding the services in the financial proposal.

3. Prices shall be quoted entirely in Indian Rupees. All prices should be rounded off to the nearest Indian rupees (If the first decimal value is 5 (five) or above it should be rounded up and below 5 (five) should be rounded down. In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered.

4. No adjustment of the contract price shall be made on account of any variations in costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The contract price shall be the only payment payable to the successful bidder for completion of the contractual obligations by the successful bidder under the Contract, subject to the terms of payment specified in the contract. The price quoted would be inclusive of all taxes including GST, duties, and charges and levies as applicable. Prices quoted for the Software shall be inclusive of installation and commissioning. No extra payment on any account shall be admissible.

5. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of project. A proposal submitted with an adjustable price quotation or conditional proposal may be treated as nonresponsive and rejected.

6. The amount stated in the financial Proposal, adjusted in accordance with the above procedure, shall be considered as binding on the Bidder for evaluation.

7. The bidder shall quote the total amount in tender with breakup of cost as detailed in the template provided **Refer 6.6 Section A and Section B** failing to which, the bid shall be treated as non-responsive and shall be rejected.

6.6 Template for financial proposal

Section A
Letter Format for Financial Proposal

(To be submitted on the Letterhead of the bidder)

[Location, Date]

To

Executive Engineer (Planning)
Planning Unit
Indira Bhavan
Municipal Head Quarters
Port Blair Municipal Council,
Port Blair 744101
Andaman Islands

Ref: RFP Notification no <<>>

Subject: Submission of Financial proposal in response to the RFP for **"**Supply and Commissioning of software solution for automation of Building Plan Approval System in PBMC**"**

Dear Sir,

We, the undersigned, offer to provide the services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal for is for the sum of [*Insert amount(s) in words and figures*]. We are aware that any conditional financial offer will be outright rejected by PBMC. This amount is inclusive of all taxes including GST as listed at (Consolidated Cost Summary) attached.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal (180 days) from the date of opening of financial bid.

We are aware that PBMC reserves the right to accept or reject any or all bids without assigning any reasons thereof.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Date and Stamp of the signatory

Name of Firm:

Initial of Bidder   Executive Engineer (Plg)

Section B

Details for Financial Proposal

This table should be consolidated from the "Grand Total" row from subsequent tables

Table 1—Consolidated Cost Summary (Inclusive of all Taxes)

Sr. No.	Item-wise amounts (Inclusive of all Taxes)	Amount in Figure (Rs.)
A	Supply, customize and commission the Building plan approval software along with AMC for a period of 3 years	
Grand total in words (A): (This figure shall be used for evaluation of financial proposals).		

Table 1.1: Supply, customize and commission the Building plan approval software.

Sr. No.	Item-wise amounts (Inclusive of all Taxes)	Amount in Figure (Rs.)
A B C	Supply of COTS- Commercial Off the Shelf Software for CAD Scrutiny- Unlimited license for PBMC Development & Deployment of Portal/Website for workflow for Building Plan Approval System Customization, Testing and Implementation Cost	
D	Training Cost	
E	Any other Cost (Pl. Specify)	
Sub Total (A) in words: (This figure shall be used for evaluation of financial proposals).		

Table 1.2: AMC for 3 Years.

Sr. No.	Item-wise amounts (Inclusive of all Taxes)	Y1 (INR)	Y2 (INR)	Y3 (INR)	Amount in Figure (Rs.)
A	Manpower Cost for two full time resource at PBMC				
B	Building plan approval software maintenance cost (for CAD Scrutiny software +online Workflow)				
C	Any other maintenance charges (Pl. Specify)				
Sub Total (B) in words: (This figure shall be used for evaluation of financial proposals).					

Table 2**: Below is the table in reference to Change Request which defines the cost of each resource which would be considered in implementation.

S. No.	Item No. and Description	Unit	#One Man-Month Cost in INR (Inclusive of all Taxes)
1.	Project Manager	Man Month	
2.	Business Analyst	Man Month	
3.	Software Engineer	Man Month	
4.	Testing Engineer	Man Month	

Note: The rates quoted must be inclusive of all taxes

**The cost mentioned would not be used for the evaluation purpose. PBMC reserves the right to negotiate on the cost.

Initial of Bidder   Executive Engineer (Plg)

Section: 7
Annexure

7 Annexure

7.1 Draft of Agreement Format

This CONTRACT (hereinafter called the"Contract") is made the …..day of the month of ____between, on the one hand, PORT BLAIR MUNICIPAL COUNCIL (PBMC) ,Municipal Head Quarters ,Indira Bhavan ,MohanPurahereinafter called the "Authority"(Which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to includeits successor or successors and assignee or assignees) and, on the other hand M/s_____having its registered office at _____hereinafter called the "Bidder" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successor or successors and assignee or assignees).

Whereas

a) The Authority has selected the Bidder to provide services as per specifications mentioned in the bid document **"Supply and Commissioning of software solution for automation ofBuilding Plan Approval System in PBMC"**and` as defined in the General Conditions ofthe Contract.

b) By filling the bid document and signing it the Bidder has agreed to the Authority that they have the required professional skills, personnel, technical and financial resources, and have agreed to execute the items in the bid document on the terms and conditions set forth in this contractual bid document.

NOW THEREFORE the parties hereto hereby agree as follows:

1   The following documents attached hereto shall be deemed to form and integral part of the Contract agreement.

   a. The complete bid document including the common set of deviation issued from time to time.

   b. Minutes of the pre-bid meeting standard set of deviations/corrigendum, drawing and instructions issued by PBMC.

   c. LOI and Work Order.

   d. Any other communications issued prior to signing of the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed in their respective names as of the day & year first above written.

FOR AND ON BEHALF OF
PORT BLAIR MUNICIPAL COUNCIL
Ex.Engineer (Planning), PBMC
(Authorised Representative)

Witness:

1. ……………………………………
2. ……………………………………

By Authorised Signatory

FOR AND ON BEHALF OF

M/S.   …………………………

Witness:

1. …………………………………...
2. ……………………………………

Initial of Bidder   Executive Engineer (Plg)

7.2 Format for Performance Bank Guarantee (Please Refer 5.4 of RFP)

Whereas -- (hereinafter called 'the Respondent') has submitted its proposal dated ---------------- in responseto the **Supply** and **Commissioning of software solution for automation of Building Plan Approval System in PBMC**")

KNOW ALL by these presents that WE   ------------------------------------ of ------------------------
 --- Having our registered office at ---
 -------------------- (hereinafter called "the Bank") are bound unto the PBMC (hereinafter called "the
                                                                                                      Forwhichpaymentwelland truly
PBMC") in the sum of ----------------------   to be made to the said
PBMC, the Bank binds itself, its successors and assigns by these present. Sealed with the Common Seal of the said Bank this -------------- day of -------------------------- 20….

The Conditions of this obligation are:

• In the event of the successful bidder being unable to service the contract for whatever reason, PBMC would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of PBMC under the Contract in the matter, the proceeds of the PBG shall be payable to the PBMC as compensation for any loss resulting from the Respondent's failure to complete its obligations under the Contract.PBMC shall notify the Respondent in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Respondent is in default.

• PBMC shall also be entitled to make recoveries bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

We undertake to pay to the PBMC up to the above amount upon receipt of its first written demand, without the PBMC having to substantiate its demand, provided that in its demand the PBMC will specify that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including _____, and any demand in respect thereof should reach the Bank not later than the above date.

7.3 Format of sending pre-bid queries

Ref: RFP Notification <<>>

Name of the Bidder:

Contact Address of the Bidder:

Serial Number	Section Number	Page Number	Query

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

7.4 Deliverables needs to be submitted by the bidder for each phase of each round of audit:

The following set of deliverables needs to be submitted by the bidder for each phase of each round of audit:

- Review plan and schedule
- Weekly Progress Report
- List of standards and regulations that MCGM required to follow to ensure confidentiality, integrity and availability of data.
- Review Report. The report should contain:
    - Identification of auditee
    - Date, time and location of the audit
    - Mapping of observation with the standard and specific control in the standards
    - Comments against each controls tested
    - Summary of audit findings including identification tests, tools used and results of tests performed (like vulnerability assessment, penetration testing, application security audit etc.)
    - Detailed review approach and methodology
    - Tools used and methodology employed
    - Positive security aspect identified
    - List of vulnerability identified
    - Description of vulnerability
    - Risk rating or severity of vulnerability

- Category of risks: Very High/ High/ Medium/ Low
- Test cases used for the assessing the vulnerabilities
- Illustration of the test cases
- Proof/evidence (Screenshot) of the vulnerabilities identified
- Mapping of evidences with observations in the report.
- Analysis of vulnerability and issue of concern
- Recommendation with implementation steps for corrective action as per industry standard and best practices.
- Dashboard for audit observations and compliance

- All the summery reports submitted should be signed by technically qualified persons and he/she should take ownership of document submitted to MCGM.
- Post Compliance Review report after implementing the recommendations.
- Final detailed review report Recommendations along with detailed solutions.

In addition to the list mentioned above, the report must also have the following sections:

- ❖ Executive Summary
- ❖ Scope of Work
- ❖ Audit activities performed
- ❖ Evidences
- ❖ Conclusion

Note:

- Successful audit agency shall submit the schedules and pre-requisites for audits 15 days prior to the activities.
- Workshop/ Session materials prepared by the audit agency for MCGM purpose will be MCGM's intellectual property.
- Vulnerability assessment and Penetration Testing should cover MCGM's Information Systems of Application Infrastructures which includes Network Devices, Security Devices, Servers, Operating Systems, Databases, Applications, System configured with External IP's , websites, etc. in the locations provided by MCGM.

7.5 Standards to be followed during review/ audit ??

The standards recommended to be followed for deciding the scope of work are as follows:

Audit Scope	Standards/ Documents to be followed
Functional Audit	o Business Blueprint o SRS
Vulnerability Assessment and Penetration Testing of Servers and Network Devices	o NIST 800-115
Penetration Testing of applications	o OWASP (Open Web Application Security Project) Top 10
Application Server and Operating System Security Review	o NIST 800-123 Guide to General Server Security o CIS Benchmark o IS027001:2013
Business Continuity and Disaster Recovery	o ISO22301
Network devices and Firewall review	o ISO/IEC 27033 o CIS Benchmark o ISO27001:2013
Database Review	o CIS Benchmark

However the auditor would identify and audit as per all regulations applied to the organization.