

**REQUEST FOR PROPOSAL FOR DEVELOPMENT OF WEB BASED
APPLICATION SOFTWARE FOR PROCESSING OF APPLICATION
FOR REGULARISATION OF UNAUTHORISED CONSTRUCTION IN
GUWAHATI**



**OFFICE OF THE GUWAHATI METROPOLITAN DEVELOPMENT AUTHORITY
STATEFED BUILDING, BHANGAGARH, GUWAHATI-781005**

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No.GMDA/GEN/68/2020/1

Date:- 01.10.2020

Notice inviting Request for Proposal

The Authority proposes to design and development of web based application software for processing of applications received for regularisation of unauthorised construction in Guwahati.

Interested Companies/firms experienced in similar work are hereby invited to submit their RFP (Separate Technical and Financial Bid) for the same.

RFP can be downloaded from GMDA's website www.gmda.assam.gov.in from 03.10.2020.

RFPs are to be submitted to reach office of the Guwahati Metropolitan Development Authority by 3.00 PM on 09/10/2020.

Sd/-

(Umananda Doley, I.A.S.)

Chief Executive Officer,

Guwahati Metropolitan Development Authority,

Bhangagarh, Guwahati-781005.

Memo No.GMDA/GEN/68/2020/1-A

Date:- 01.10.2020

Copy to:-

1. The Director, Directorate of Information & Public Relation ,Dispur last gate, Guwahati-6 with a request to publish this notice in at least 2 nos of leading local daily news paper.
2. PA to the Hon'ble Chairman, GMDA for kind appraisal of the Hon'ble Chairman.
3. PA to the Additional Chief Secretary to the Govt. Of Assam, Guwahati Development Department for kind appraisal of the Additional Chief Secretary.

Sd/-

(Umananda Doley, I.A.S.)

Chief Executive Officer,

Guwahati Metropolitan Development Authority,

Bhangagarh, Guwahati-781005.

1. IMPORTANT INFORMATION:

The schedule for the bidding process is highlighted below:

1.	Name of work	Request for proposal for development of web based application software for processing of application for regularisation of unauthorised construction in Guwahati
2.	Last date and time for receipt of RFP (Technical + Financial)	Date: 09.10.2020 Time: 3-00 P.M.
3.	Date and time of opening of RFP-	
	(i) Technical	09.10.2020 at 3.30 PM.
	(ii) Financial	To be decided later.
4.	Cost of RFP	Rs. 1000/- (Rupees One Thousand only) in the form of Demand Draft of scheduled bank in favour of Chief Executive Officer, GMDA payable at Guwahati to be submitted with the Technical Bid.
5.	Earnest money Deposit amount	Rs.25,000/- (Rupees Twenty Five Thousand only) in the form of Demand Draft of scheduled bank in favour of Chief Executive Officer, GMDA payable at Guwahati to be submitted with the Technical Bid..
6.	Performance Bank Guarantee	10% of the work value

NOTES:

1. The submission of Bid shall be done in the manner prescribed in this RFP.
2. If contents of Envelope No.1 are not found as per the requirements of GMDA, Envelope No 2 will not be opened at all & the Bid shall be summarily rejected.
3. Bidder should sign each & every page of the Bid document.
4. Bidder should sign each & every correction/ deletion/ addition/ pasted slip.
5. The Bidder shall be bound to keep open the offer up to 180 days from the date of opening of the financial bid.
6. The acceptance of the Bid rests with the Competent Authority which does not bind itself to accept the lowest Bid & reserves the right to reject any or all Bids without assigning any reason there off.
7. The notes & conditions stipulated in this notice & elsewhere in the Bid shall form the part of the agreement and bidders are require to submit it with bid duly signed on each page.
8. GMDA may at its discretion, extend the time limit by extending the proposal due date.

Sd/-

(Umananda Doley, I.A.S.)
Chief Executive Officer
Guwahati Metropolitan Dev. Authority
Bhangagarh, Guwahati-781005.

2. INSTRUCTIONS TO BIDDERS:

(A)	FORMATS AND SIGNING OF PROPOSAL:	
	The bidder would provide all the information as per the Bid. GMDA will evaluate those bids that are received in the required format and are complete in all respects. Each bid shall comprise of the following:	
	Envelope No. 1	
	a.	Covering letter of the Bidder
	b.	Details of Bidder
	c.	Qualification Criteria
	d.	Technical Criteria
	e.	Copy of the Bid document duly signed.
	f.	DD/BG for EMD & separate DD for cost of the Bid document.
	g.	Authorization letter for signing of bid document.
	Envelope No. 2	
	a.	Financial proposal
	(B) SEALING AND MARKING OF BID	
	(i)	All the envelopes must be super-scribed with the following information:
	a.	Name and address of the Bidder.
	b.	Contact person and phone numbers.
	c.	Name of the work along with details like "Technical Proposal", "Financial Proposal" etc.
	(ii)	If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the proposals submitted and such proposal, may, at the sole discretion of the Authority, be rejected. All the envelopes shall be addressed to:
	<p>Chief Executive Officer Guwahati Metropolitan Development Authority 3rd Floor, Statfed Building, GMDAH Road, Bhangagarh, Guwahati-781005, Kamrup (Metropolitan) District, Assam. Email: ceogmdaghy@gmail.com , ceo.gmda-as@nic.in . Website: www.gmda.assam.gov.in</p>	
(C)	PROPOSAL DUE DATE:	

	a.	Bid should be submitted on or before 15-00 hours IST on 09/10/2020 in the manner and form as detailed in the Bid document. Bids submitted by facsimile transmission or email will not be accepted.
	b.	GMDA may, in exceptional cases and at its sole discretion, extend the above Bid due date by issuing an Addendum.
(D) OPENING OF PROPOSALS AND CLARIFICATION:		
	a.	GMDA would open the Envelope no.1 of proposal on 09.10.2020 at 15-30 hours IST for the purpose of evaluation.
	b.	The Envelope no.2 will be opened of such qualified bidders, later at a convenient date and time.
	c.	Chief Executive Officer, GMDA reserves the right to reject any bid not submitted on time and which does not contain the information/documents as set out in this Bid document.
	d.	To facilitate evaluation of bids, GMDA, at its sole discretion, may seek clarification in writing from any Bidder regarding the bid
(E) DISQUALIFICATION:		
The bid is liable to be disqualified if:		
	a.	Not submitted in accordance with this document.
	b.	During validity of the bid or its extended period, if any, the bidder increases his quoted prices.
	c.	The bidder qualifies the bid with his own conditions.
	d.	Bid received in incomplete form or not accompanied by Earnest Money Deposit (EMD) amount, cost of the bid document etc.
	e.	Bid received after due date and time.
	f.	Bid not accompanied by all requisite documents.
	g.	Awardees of the contract qualify the letter of acceptance of the contract with his conditions.
	h.	Bidder fails to enter into a contract within 15 working days of the date of notice of the award of Bid or within such extended period, as may be specified by GMDA.

3. ELIGIBILITY CRITERIA:

- I. A Bidder may be a private entity in the form of a software company incorporated under Companies Act or any other equivalent law, registered partnership firm or registered sole proprietorship firm or an educational or research institute/trust established under relevant Act. meeting the requirement of eligibility criteria.
- II. Joint venture between two firms/companies is allowed but the lead bidder has to meet all the eligibility criteria as mentioned in this RFP. The Joint Venture agreement between the bidders has to specify who will be the lead bidder.
- III. The Bidder shall comply with all of the eligibility criteria as listed below:

Sr. No.	Description
1	Experience in development at least 3 nos of computerized office automation system in Government or corporate . The value of each work must be more than Rs. 7 lakhs.
2	Qualifications and Competences of Human Resources in the field of Software Development.
3	The RFP entity shall have been established for at least 5 years.
4	The RFP entity shall have an Average Annual Turnover / Professional Income from related service of INR 25 lakhs or any other equivalent currency during the immediate preceding three (3) financial years from related services.

- IV. Any entity, which has earlier been barred by Govt. of India, Govt. of Assam or any State Government from participating in its projects, would not be eligible to submit an RFP.

4. BIDDING PROCESS:

- i) The Bidders are required to prepare and submit their proposal in accordance with the terms set forth in this RFP and other documents to be provided (collectively the "RFP Documents"), as modified, altered, amended and clarified from time to time.
- iii) The Bidders are required to submit their proposal through Technical Proposal (Envelope - 1) and Financial Proposal (Envelope - 2). Both Envelop 1 & 2 will have to be entered in a third envelop and super-scribed with name of the work, name of the bidder etc.
- iv) The statements and explanations contained in this RFP are intended to provide a broad understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the bidder set forth in the Agreement or the Client's rights to amend, alter, change, supplement or clarify the scope of work, to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the RFP Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Client.
- v) The Bidders are advised to examine the parameter and scope of work in detail, and to carry out, at their cost, such studies, investigation & analysis as may be required for submitting their respective Proposals for the Project.
- vi) The Proposal shall be valid for a period of not less than 180 days from the date of opening of financial proposal. The validity of Proposal may be extended by mutual consent of the respective Bidders and the Client.

- vii) The Proposals received pursuant to this RFP shall be evaluated in accordance with the terms set forth in this RFP and other documents to be provided (collectively the "RFP Documents"), as modified, altered, amended and clarified from time to time.
- viii) Those Firms/Companies who submit the Proposal, shall be called Bidders. The Proposal would form the basis of evaluation and selection of the Bidders. The Bidder selected by the Client following the evaluation procedure shall be called successful bidder. After selection a letter of award would be sent to the successful bidder and signing of the Service Agreement between the Client and the successful bidder for providing the Services as envisaged.
- ix) The Client shall endeavour to adhere to the schedule given in RFP. However, the Client may, in its sole discretion, extend the dates by issuing an Addendum.

5. PREPARATION AND SUBMISSION OF PROPOSALS:

- i. The Proposal as well as all related correspondence exchanged by the Bidder and the Client shall be written in English.
- ii. The Bidder shall provide all the information sought under this RFP. The Client will evaluate only those Proposals that are received in the required formats and complete in all respects.
- iii. The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialled by the person signing the RFP.
- iv. The Bidder shall submit the Proposal in the specified formats and shall place the documents in separate envelopes, Technical Proposal (Envelope - 1) and Financial Proposal (Envelope - 2), as specified hereunder. These envelopes shall be sealed and marked.

5.1 Technical Proposal:

The Technical Proposal (Envelope-1) shall contain following documents/ information:

- i. Documents exhibiting the RFP entity's incorporation/ establishment date and/or the experience (in years) in providing the related services.
- ii. Documents exhibiting average Annual Turnover / Professional Income of INR 25 lakhs or any other equivalent currency during the immediate preceding three (3) financial years from related services.
- iii. Documents exhibiting experience in development at least 3 nos of computerized office automation system in Government or corporate . The value of each work must be more than Rs. 7 lakhs.
- iv. Documents on Organization Profile, Past Experience, Projects (Completed/ Ongoing), and Details of Relevant Projects.

- a) These shall include a brief description of the Bidders' organization, an outline of recent relevant experience,

- details of at least three projects corresponding to the eligibility criteria no. 1 and 2 as mentioned above in 3(ii).
 - b) Information should be provided only for those assignments for which the Bidder was legally contracted by the Client as sole implementer.
 - c) These projects, corresponding to the eligibility criteria as mentioned above in 3(iii), shall be of completed projects. **The certificates, recognizing the completion provided by the respective client shall be submitted along with the details of respective project.**
 - d) The Bidder shall be prepared to substantiate any other details of projects and experience if so requested by the Client.
- v. The list of the proposed professional team members classified in groups of Key Professionals, Team Leader/Senior grade level(Computer professional with 10+ years of experience),at least 5 nos of Software Programmer (Minimum 3years experience), and Other Staff along with **self attested copy of their educational qualification**, area/field of expertise, and years of professional experience. The list shall be followed by CVs of the professional staff signed by the staff themselves.

vi. Details of organization, experience and proposed deployment:

- a. Organizational set-up of the agency.
- b. Details of major works including the cost thereof executed by the Agency and Associates.
- c. Details of similar major works including the cost thereof in hand by the Agency.
- d. Details of technical and other key personnel employed by the Agency.
- e. Turn-over and balance sheet of the Agency for the last 3 years.**
- f. Annual Income Tax return statement.
- g. Name and experience of other consultants to be associated with the project with curricula vitae of key personnel.
- h. The proposed schedule of the completion of the work with Bar Chart.
- i. Information regarding any litigation, current or during the last five years, in which the Agency is involved, the parties concerned, and disputed amount.

vii. Report on Proposed Approach, Methodology and Work Plan

- a. A report describing the understanding of the project area, comments/suggestions on Scope of Work, proposed approach, methodology and work plan for performing the tasks/scope of work of the assignment. The report shall mainly cover methodology to be adopted.
- b. The work plan to be adopted for carrying out the assignment shall be prepared. A work/Activity Schedule shall be prepared in form of a bar chart showing the timing proposed for various activities.
- c. The estimated man-months required to carry out the assignment shall be presented.

5.2 Financial Proposal

The Financial Proposal (Envelope- 2) shall contain following documents/ information:

- i) Financial proposal (**Annexure-1**).
- iii) The fee quoted shall include all costs excluding GST.
- iv) The Bidders, while preparing their financial proposal, shall take note that-
 - a) The total lump sum figure quoted in Financial Proposal shall only be considered for the evaluation of the proposal.
 - b) All payment shall be paid in Indian Rupees after the statutory deductions. All statutory taxes and other payments in connection with payment received or any services provided under this assignment except GST shall be borne by the successful bidder. However, where necessary, appropriate deduction at source will be made by the Client and necessary certificates will be issued to the Consultant.
 - c) The rate quoted shall not be altered during the term of contract. Once proposal is accepted, the price variation if required due to unavoidable circumstances will be only at a mutually agreed format.

5.3 Submission of Proposals

- I. The Technical Proposal shall be placed in Envelope- 1, which shall be sealed and marked "ENVELOPE 1: TECHNICAL PROPOSAL", followed by the name of the assignment.
- II. The Financial Proposal shall be placed separately in Envelope- 2, which shall be sealed and marked "ENVELOPE 2: FINANCIAL PROPOSAL", followed by the name of the assignment.
- III. The Envelope-1 and Envelope-2 shall be placed into an outer envelope and sealed. This outer envelope shall be marked "PROPOSAL", followed by the name of the assignment.
- IV. This shall be sent to the address mentioned below, and shall get delivered either personally or through India Post before 3.00 pm on Proposal Due Date.

Address:

Chief Executive Officer
Guwahati Metropolitan Development Authority
3rd Floor, Statfed Building,
GMDAH Road, Bhangagarh, Guwahati-781005,

6. EVALUATION OF PROPOSAL:

The evaluation of the Technical Proposal will be done by an Evaluation Committee set up by the Client. Evaluation shall be done in the following steps:

A. Step-1: Evaluation to confirm “Eligibility” for the assignment as per the eligibility criteria mentioned above in Cl. 3.

- i. Eligibility of the firm will be ascertained on the basis of project documentation, experience certificates, proposed human resources, documents on firm’s establishment/incorporation year and financial turnover as stipulated hereinbefore. The Bidders failing to meet the criteria for eligibility will be declared non-responsive and ineligible for further process of evaluation.
- ii. The Evaluation Committee shall review the documents and based on the submission subsequent evaluation will take place.
- iii. The response of the Evaluation Committee should be ‘Yes’ to all parameters, failing which, the Bidder will be disqualified at this stage itself. Only those bidders who are declared eligible would be considered for further evaluation.

B. Step-2: Evaluation of Technical Proposal- To Assign Technical Score.

- i. The evaluation committee shall assess the Technical Proposal and assign Technical Score as per the framework presented in following table.

SI No	Parameter	Scale	Marks	
1	Turnover	25-35 lakhs	10	25
		35-45 lakhs	15	
		45-55 lakhs	20	
		55 lakhs and above	25	
2	Projects completed	If PO >10	25	25
		If PO > 5	20	
		If PO >= 3	15	
3	Proposed professional team	Team Leader	10	25
		Programmers	15	
4	Proposed approach, methodology and work plan	Proposed approach	5	25
		Methodology	10	
		Work Plan	10	

- ii. The evaluation of Technical Proposal is mark based system as per the criteria specified in table above. Each eligible proposal will be given a Technical Score (TS). The proposals securing minimum of **70 out of 100 Marks** shall be technically qualified bidders. They will be notified and invited for attending opening of financial proposal.

- iii. The proposals that does not respond to important aspects of the Terms of Reference or attains the Technical Score of less than **70 Marks out of 100 Marks** shall be rejected for further evaluation. These Bidders shall be considered ineligible for further process and sealed cover containing Financial Proposal will be returned to the respective bidders unopened.
- iv. After the evaluation of Technical Proposal, the Client shall notify only those consultants whose proposals have been short listed for further evaluation of Financial Proposal, the date, time and place set for opening of Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail. Financial proposals of the bidders who fails to qualify during evaluation of technical proposal or bidder's who does not meet the minimum eligibility criteria will be returned to their address by post unopened.

C. Step-3: Evaluation of Financial Proposal

- i. The financial proposal will be opened on the date, time and at place as intimated to the Bidders, in the presence of Bidder's representative who choose to attend.
- ii. The name of the Bidder, the Technical Score (TS), and the proposed financial fees quoted by the respective Bidder shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the financial bid opening.
- iii. The Evaluation Committee will determine whether the Financial Proposals are complete and correct; or if there are any computational errors, will correct the same. In case of mismatch between the amount quoted in figure and word then the amount quoted in word will prevail.
- iv. If the Evaluation Committee determines that cost indicated are inappropriately low, then it may take a view to declare the Financial Proposal non-responsive and may reject it.
- v. The Financial Score(FS) of the lowest quoted financial bid will be considered as 100.
- vi. The formula for determining the 'Financial Score (FS)' is the following:-

$$FS = 100 \times LQFQ / F$$

In which

FS is the 'Financial Score' of the Proposal under consideration.

LQFQ is the "Lowest Qualified Financial Quote".

F is the "Financial Quote" of the Proposal under consideration.

The lowest qualified 'Financial Proposal' will attain 'Financial Score (FS)' of 100.

D. Step-4: Assigning Combine Score and Ranking the Proposals.

- a. All the Bidders that have been assigned Technical Score and Financial Score, will be now assigned Combined Score as per following formula.

$$\text{Combined Score (CS)} = (0.8 \times \text{Technical Score}) + (0.2 \times \text{Financial Score})$$

- b. The Bidder achieving the highest Combined Score will be ranked first, and subsequently other Bidders will follow in descending order based on the Combined Score.
- c. The firm achieving the highest Combined Score will be the selected bidder for this assignment.

7. AWARD OF CONTRACT

A. LETTER OF ACCEPTANCE:

- a. After successful completion of the negotiations, a Letter of Acceptance of Bid will be issued to the successful Bidder by GMDA.

B. FORFEITURE OF EMD:

- a. If the successful Bidder fails to act according to the Bid conditions or backs out after his Bid has been accepted, his EMD will be forfeited to GMDA.

C. SIGNING OF CONTRACT:

- (i) The successful Bidder should execute an agreement in APWD F2 form for the fulfillment of the contract with GMDA at the time of execution within 10 days from the date of acceptance of the Bid. If the same is not executed within 10 days, the EMD of the Bidder will be forfeited and their Bid will be held as non-responsive.
- (ii) The expenses incidental to the execution of the agreement should be borne by the successful Bidder.
- (iii) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of GMDA and GMDA also have the right to recover any consequential losses from the successful Bidder.

9. SCOPE OF WORK:

Any person who intends to get the unauthorized constructions regularized under One Time Regularization for Voluntary Disclosure of Unauthorized Construction Scheme in Guwahati Metropolitan Area shall apply to the Guwahati Metropolitan Development Authority in Form-A within two months from the date on which this Scheme has come into force, unless extended otherwise by the Authority with the following documents, namely:

- (i) Three copies of building plans as per actual construction at site showing site plan, layout plan, floor plan, side elevations, drainage and sewerage disposal plan,

etc. duly signed by the owner or Developer and the Architect or Registered Technical Person as per the provisions of the building byelaws in force;

(ii) Copy of ownership document of land/Flat;

(iii) Copy of approved plan and NOC by competent Authority, if any available with applicant;

(iv) Affidavit in Form-B regarding peaceful possession of the land and construction undertaken at site;

(v) Photographs of the building from two angles duly signed by the applicant and attested by the concerned Architect or Registered Technical Person with date showing (i) elevation with no. of floors (ii) Rain Water Harvesting for buildings G+3 and above showing percolation pit and storage facility as per the prevailing byelaw as amended;

(vi) Site inspection report duly signed with date by the applicant and the Architect registered with Council of Architecture, India or Registered Technical Person (RTP) under the Guwahati Metropolitan Development Authority and Guwahati Municipal Corporation;

(vii) Certificates or clearances or No Objection Certificates, as the case may be, relating to,

(a) Fire safety in cases where same is required as per the provisions of the Building byelaws in force from the Fire and Emergency Services Assam (FESA). It shall be required for all Educational/ Institutional buildings, assembly buildings, cinema multiplex and mixed use buildings.

(b) Structural safety certificate along with Rain Water Harvesting provisions (RWH applicable for buildings G+3 and above) from registered structural engineer as per prevailing Building Byelaw in force in Form-C;

(c) For hazardous and industrial building NOC shall be required from Pollution Control Board, Assam;

(d) Valid License/NOC from Chief Electrical Inspector cum Advisor to Govt. of Assam against the Lift installed.

(e) In case of an Apartment/Flat the applicant must certify in the affidavit at Form-B

(f) No Objection Certificate in the form of affidavit from the concerned neighbor, if the person intends to regularize unauthorized constructions with setback less than 0.6m on any side of the plot in Form-D:

(g) No Objection Certificates as required from other agencies such as: Archeological Survey of India, Airport Authority of India, State Environmental Impact Assessment Authority, Defense Authorities etc. wherever applicable.

(viii) Area statement in Form (E) showing the area within permissible FAR within compoundable FAR and beyond compoundable FAR and total built-up area duly certified by Registered Technical Person and signed by applicant.

(ix) A non-refundable processing fee as given in Appendix-I in the form of cash or demand draft or banker cheque of any nationalized bank within Guwahati Metropolitan Area;

(x) The applicant shall also execute and indemnity bond specified in form (B) to indemnify the Authority of any claim put up against the Authority.

(xi) Checklist in Form(E).

Note: The application needs to be mandatorily authenticated by Architect registered with the Council of Architecture, India or other Registered Technical Persons (RTP) registered under the Guwahati Metropolitan Development Authorities and Guwahati Municipal Corporation.

(xii) Application procedure to be followed by individual flat owners or space owners occupying flats or space in unauthorize floors.

(a) Condition of regularization:

A Flat or space owners of building occupying unauthorize floor or part of floor may submit application for regularization individually or jointly.

b). Documents to be submitted:

1. Agreement with the Promoter/Builder.

2. Electricity bill in the name of flat owner.

3. Up to date property tax paid receipt.

4. Floor plan of his flat/space occupied with the outer block plan of the entire building showing location of applicants flat in the building and site plan along with the area statement as per Form-27 of Principal Byelaws indicating only the areas relating to his flat/space.

The applications under this Scheme shall be disposed of within four months (this includes appeal time) from the receipt of complete application. Any application by a person for regularization who does not have any right over the land or building shall be summarily rejected.

5) Regularizable construction:

The unauthorized construction will be regularized subject to fulfilment of standards and conditions prescribed in Appendix -I so that safety of the citizens are not compromised.

6) Restriction on regularization:

The unauthorized construction which does not conform to proposed land-use as prescribed in the Master Plan and Zoning Regulations- 2025 shall not be regularized even it fulfills the requirement of standards prescribed in these Byelaws. The Scheme also shall not be applicable in following cases:

(a) Where construction has been undertaken on the Government land or land belonging to local body or land not owned by the person undertaking such development;

(b) Where construction has been undertaken over public or private road or on the alignment of any of the natural drains and channels or any drains proposed in the Development Plan or areas notified under Guwahati Water Bodies (Conservation and Preservation) Act 2008 or in Eco-Sensitive zone.

(c) Where construction has been undertaken in violation of the Ancient Monuments and Archaeological Sites and Remains (Amendment and Validation) Act, 2010:

Provided that such constructions can be regularized if no objection certificate from the concerned Authority is submitted.

(d)Where construction has been undertaken in violation of the height restrictions notified by the Airports Authority of India: Provided that such constructions can be regularized if No Objection Certificates from the concerned Authority is submitted.

(e)Where construction has been undertaken in violation of any norms of Eco-sensitive zone notified by Forest and Environment Department: Provided that such constructions can be regularized if No Objection Certificate from the concerned Authority is produced;

(f)Where the plot does not have any authenticated access or approach.

(g)Where construction or usage of land or Building has been undertaken in violation of conditions of lease in case of leasehold land leased by Government in the General Administration and Public Grievances Department, Revenue and Disaster Management Department or any other Public Agencies.

(h)Where construction has been undertaken in violation of the regulations for development in the vicinity of defense establishments issued from the Ministry of Defense ; Provided that such constructions can be regularized if No Objection Certificate from the concerned Authority is produced;

(d)Any industry categorized as light and medium industry in Master Plan and Zoning Regularization or industry categorized as hazardous by Pollution Control Board, Assam shall not be regularized in any conforming zone without clearance from the Pollution Control Board, Assam.

(e)Where construction has been undertaken in violation of Indian Electricity Rule 1956, in respect of clearance from high tension and extra high voltage lines provided that such construction can be regularized with no objection certificate from the appropriate Authority.

(f)Where any land acquisition proceeding have already been initiated under the Land Acquisition Act,1894 or under any such provisions by the Government, this one time regularization scheme shall not be applicable.

(g)Building or part of the building under adjudication in a court of law shall be dealt in accordance with order/interim order or be regularized under the directions of the court.

(h)Where the existing building does not conform to proposed zoning.

(i)Where construction has been undertaken in violation of provisions of Assam Apartments (Construction and Transfer of Ownership) Acts 2006 and The Real Estate (Regulations and Development) Act, 2016 and rules framed thereunder.

7)Procedure for Regularization:

(i)The competent Authority shall, on receipt of application made under this byelaw examine the same with reference to the provisions of these byelaws and call for any additional detail or particulars if necessary and decide if the construction can be regularized.

(ii)Issue of approval by the competent Authority in Forms-F shall be done after examining the applications in two parts as (1) Planning Part and, (2) Building Part. Planning part shall be examined with relation to Restrictions on regularization as provided in byelaws-6, and building part shall be as per appendix-I of this Byelaws.

(iii)If it is found regularizable the competent Authority shall assess the regularization fee and issue the applicant a demand notice for the payment of the regularization fee after adjusting the processing fee amount. Provided that if the additional details or particulars called for by the competent Authority are not

furnished within 15 days from the date of receipt of the communication via Email/SMS etc as the case maybe by the applicant, it will be presumed that the applicant is not in possession of the documents/ particulars as asked for and the application will be summarily rejected. In such a case the processing fee will be forfeited and Authority shall initiate actions against the unauthorized construction as per the provision of the building byelaws in force.

(iv) Applications for regularization of residential buildings up to G+2 shall be submitted by applicant duly certified by Registered Technical Person (RTP) to the effect that proposal is as per provisions of this byelaws. Approval to such construction shall be done by Authority on the basis of voluntary disclosures by the applicant and Registered Technical Person (RTP). The extent of unauthorized construction shall be voluntarily disclosed and to be certified by the applicant and the Registered Technical Person (RTP). Authority shall inspect such buildings randomly and any misrepresentation, concealment of facts shall lead to revocation of the approval and action shall be initiated against the applicant and the RTP under relevant Acts and Rules including removal of deviation as per provisions of the relevant Acts and Rules.

(v) The application shall be disposed of within 3(Three) month from the date of submission of applications.

8) The proposal for regularization shall in no case be in contravention to the Real Estate (Regulation and Development) Act 2016 and Rules made there under.

9) One-time Regularization Fee:

One-time regularization fee for the unauthorized construction or deviated part of the building shall be as prescribed in Appendix -II.

10) Manner of payment of one-time regularization fee:

One time regularization fee shall be paid within fifteen days from the receipt of demand notice from Guwahati Metropolitan Development Authority in the form of cash/cheque/demand-draft/bankers-cheque or through online payment portal.

11) Utilization of Fund:

The competent Authority shall keep the amount collected from this one time regularization separately in an account in the name of "Guwahati Metropolitan Area Urban Infrastructure Development Fund"(UIDF). The funds shall be utilized with the approval of Government as follows. Selection of this scheme/ project under UIDF will be finalized by a committee set up under Section 12 of GMDA Act,

(a) 60% of the fund shall be utilized for the development of parks, open space, roads, including land acquisition and beautification.

(b) 30% on other civic amenities and infrastructure.

(c) 10% shall be utilized on office and administrative expenses.

12) Refusal to regularization:

When a competent Authority refuses to grant permission to regularize the development to any person it shall record in writing the reason for such refusal and communicate the order to the applicant.

13) Appeal against order of competent Authority

i. Any person aggrieved by an order of competent Authority may prefer an appeal before a three member committee constituted for the purpose within 15 days of

receipt of the order provided that no appeal shall be entertained unless it is accompanied by satisfactory proof of the payment of the processing fees. The order passed by the committee shall be in full compliance of this Byelaws after giving opportunity of being heard.

ii. The committee shall be headed by Chairman, GMDA, The other two members of the committee shall be :

a) One representative of GDD Department not below the rank of Secretary to be nominated by the government.

b) One person whose assistance or advice, the Authority may require as member of the committee.

14) Withdrawal and Rejection of Application.

The applicant may withdraw the application for one-time regularization at any time prior to its approval/rejection. And such action shall terminate all proceedings with respect to such applications. processing fees and other fees paid shall be forfeited. However, the concerned Authority will have the right to proceed against unauthorized construction in such cases under the provision of Building Byelaws as applicable, GMC Act. 1971 and GMDA Act 1985 as the case may be..

15) Penal Action

(i) In the event of incomplete application and non-compliance to the observation of the Authority the application shall be summarily rejected.

(ii) If at any time it comes to the notice of the Authority that the applicant obtained the permission to regularize by misrepresentation or suppression of facts, the permission for regularization shall be summarily revoked and the compounding fees shall be forfeited. Action against applicant and Registered Technical Personnel shall be initiated under the provisions of building byelaw as applicable, GMC Act. 1971 and GMDA Act 1985.

16) Miscellaneous

(i) This one-time regularization of unauthorized construction will not confer to Applicant any right, title, or an interest over the land or plot in anyway.

(ii) The unauthorized construction once regularized under this scheme shall not be considered for any regularization in future.

(iii) The Authority reserves the right to initiate proceedings against unauthorized construction under the GMDA Act 1985/ GMC Act 1971 where the cases cannot be regularized under this scheme.

(iv) Regularization of one of the violation does not mean that the entire building is regularized. The portion which cannot be regularized under the rules shall be demolished voluntarily within one month from the date of submission of application to the requirement of Authority. For this applicant shall submit an undertaking to the effect that the unauthorized construction portion which cannot be regularized shall be self demolished and in the event of failure to demolish the same, the Authority shall demolish such portion and cost of such demolition shall be realized from the owner.

(v) A summary of the unauthorized constructions regularized under this scheme shall be published through a public notice and also in GMDA website for public information.

(vi) Authority shall carry out necessary inspection of the building to ascertain the information submitted by the applicant. In case any discrepancy found the proposal submitted for regularization shall be summarily rejected the fee paid shall be forfeited and necessary action against the applicant and RTP shall be initiated as per rule. For residential buildings upto G+2, the disposal of application shall be as provided in byelaws 7(iv) of this Bylaws.

17) Dispute or Interpretation

In case of any dispute or interpretation of this scheme and its byelaws the decision of the Authority shall be final.

Task I: -Conduct Requirement Study and Prepare Software Requirement Specifications.

- a. Preparation of the System Requirement Study (SRS) for the proposed solution.
- b. The Bidder will make an SRS and devise a system to incorporate best methods and practices along with the present pattern of flow of data and file to map the requirement.

Task II: -Customization, Configuration, and Deployment of Automated Business Process System.

It will be based on SRS and as per the business process system.

There are different user types who will access the application based on roles and accessibility control. Following are the user roles.

1. System Administrator
2. Officials of GMDA.
3. Citizen

System would incorporate following modules into it and will be accessed based on roles and accessibility controls.

Home Page: This will be a public face which contains information architecture of the application. Some of the information can be accessed anonymously by normal users. Some links on home page can only be accessed by authorized users.

User Login: User can login with valid user credentials generated at the time of approved registered users. As per authorization, logged in user can see information.

Dashboard: Users of different roles will have specific dashboard based on their roles.

Reports: There will be pre-defined reports to develop which will be accessed by the Authority, Admin and other users. There will be facility to generate customized reports also.

Task -III: Operation and Maintenance of Project and software application for a period of one year.

Deliverable (s):

- Post implementation support for 1 year.
- Requisite Manpower support for successful operation of Project

Scope of Work during post implementation period will be as follows.

- a. Deployment of one software developer at GMDA, Assam for operation and maintenance of the system as and when required. Manpower engaged by the successful Bidder shall be at his cost.
- b. Training and hand holding to be given to all the officials and staffs working for and related to online grievance system.
- c. Supporting in smooth functioning of the applications.
- d. Installation of all Technical upgrades and / or updates as and when released for the software till completion of one year, post implementation.
- e. Fixing of all the Bugs for efficient functioning of software.

Task IV: Document Management:-

The Document management should enable:

1. Submitting documents along with application.
2. Associating metadata with documents and legal issues.
3. Storing documents in folder.
4. Searching documents based on various metadata of the file.
5. Customized queries for retrieval and analysis of data.

Task V: Approval work flow:-

1. The System should have inbuilt configurable workflow for automated routing of application data and documents in the approval process.
2. Provide the application status such as - under review, pending approval, resolved, approved etc.
3. Display all applications received in its work queue.
4. The notification events should be connected to workflow steps, user action, and timeline. The notification engine will trigger automatic notifications to predefined users based on various events such as pending tasks - un-reviewed/ un-approved applications, approved, rejected, seeking additional information, incomplete application filing.

5. System should maintain the list of User ID/ Email ID/ Mobile device ID for sending notifications.
6. System should enable status of application through status check and reporting on line.
7. Every task performed by a user should be logged in the system.

Task VI: -Query operations:

1. System should enable search on multiple criteria such as application number, name of applicant, date of submission, application status, application type, contact no etc.
2. System should enable searching documents on number of metadata such as document type, application number, applicant name, date of submission, etc.

Task VII: Reporting:

System should provide various pre-defined MIS reports and should have the facility to create customized reports.

Task VIII: -System Security:

- a. To be able to Define Roles for all users in the work flow
- b. To be able to Define rights to application features for each of the roles
- c. To be able to provide log for Time and user stamping of each usage
- d. To be able to prevent unauthorized access to servers and network log should be maintained for all the Transactions handled
- e. To be able to provide an end-to-end security model that protects data.
- f. To be able to match with overall sensitivity of database & contents
- g. Audit trail will be monitored.
- h. Controls incorporated in to ensure that the databases are not tampered/ altered/ modified/ deleted, except updating the records
- i. Users should be allotted login user-id and password to fix up accountability for transactions carried out.
- j. Various Database level Security provisions should be implemented.
- k. Security system to prevent activities like hacking in the Database should be suggested.

10. Technical architecture of the System

- i. Open source code and no encryption of software to be followed.
- ii. Backend should be one of leading and proven RDBMS.
- iii. Software should have its own MIS report generation.

- iv. The system should be able to create a comprehensive decision support system based on transaction date.
- v. **The software shall be web based and mobile friendly.**
- vi. **The software will integrate payment gateway for receiving payment of fees etc.**
- vii. An On-line help module should be available which shall provide detailed help for each process/report of the Software Application or YouTube video tutorial.
- viii. **The client will bear the cost of hosting the application in cloud environment. The cloud service provider(CSP) will be a Ministry of Electronics & Information Technology, Govt. of India empanelled cloud service provider for Government Community Cloud.**
- ix. **CSP is responsible for Disaster Recovery Services so as to ensure continuity of operations in the event of failure of primary data center. However, during the change from Primary DC to DRC or vice-versa (regular planned changes), there should not be any data loss. There shall be asynchronous replication of data between Primary DC and DRDC.**
- x. **The bidder will also have to ensure no loss of data due to any reason at any point of time.**

11. Compliance with Industry Standards

In addition to above, the proposed solution has to be based on and compliant with industry standards (their latest versions as on date) wherever applicable. This will apply to all the aspects of solution including but not limited to design, development, security, installation, and testing. There are many standards that are summarized below. However the list below is just for reference and is not to be treated as exhaustive.

- a) Application development W3C specifications
- b) Information access/transfer protocols SOAP, HTTP/HTTPS
- c) Photograph JPEG (minimum resolution of 640 x 480 pixels)
- d) Scanned documents TIFF (Resolution of 600 X 600 dpi)
- e) Latest HTML standards
- f) Digital signature RSA standards
- g) Document encryption PKCS specifications
- h) Project Documentation IEEE/ISO specifications for documentation

12. TERMS AND CONDITIONS OF CONTRACT

1. Security Deposit/ performance Guarantee.

The successful bidder shall furnish Security Deposit @ 10% of the quoted price in the form of Demand Draft/Bank Guarantee, within ten days of the receipt of notification of award/Letter of intent from the Purchaser.

2. Liquidated Damages

If the bidder fails to deliver any or all of the equipment or does not perform the Services within the time period(s) specified in the Contract, the Purchaser shall,

without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 1.0 percent of the price of the undelivered stores at the stipulated rate for each week or part thereof during which the delivery of such stores may be delayed subject to a maximum limit of 10 percent of the stipulated price of the stores so undelivered. Such penalty is to be deducted always by the Purchaser from the bill of the firm or make purchase elsewhere on the account and risk of bidder. Once the maximum of the damages above is reached, the Purchaser may consider termination of the Contract. The condition of liquidated damages is applicable provided that the Software finally works and is of use to GMDA. In the eventuality that the Software is not capable of scrutinizing building plans as required by GMDA, then GMDA can terminate the contract at any stage and the termination payment shall be based on the last completed stage as per payment schedule given under payment terms. However, the performance security shall be forfeited.

3. Order Cancellation

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

- a. Breach by the Bidders of any of the terms and conditions of the Bid.
- b. If the bidder goes into liquidation voluntarily or otherwise.
- c. If, in the opinion of the purchaser, at any stage, the Software being developed does not meet its requirements and is not likely to meet its requirements, the contract can be terminated on notice to be given by purchaser, However, all payments made/ payable till last completed stage shall be retained by the Software Developers, but the performance security shall be forfeited.

4. Risk purchase

Risk purchase at the cost of supplier will be made on the failure of the supplier to make supply as per terms and conditions mentioned in the Bid documents. The difference of excess in cost thus incurred will be recovered from the supplier in a suitable manner and even from his pending bills, earnest money or security whichever is available.

5. Payment Terms:

Stage1: Software Development/ Implementation

- a) Deployment of application at site (This shall be within 15 days from the date of award of work) 50%.

Stage-II: Customization and Training

- a) Customization / Implementation of software, trial run , Go live and training within 1month from the date of award of work - 40%

Stage-II: Release Final Version

- a) Release of final version with all incorporations- 10% (After six months of successful running of application, during which suitable modifications shall be done to customize the software.)

General:

- a) Performance guarantee shall be released after successful implementations of software for one year i.e. end of system support period.
- b) The Service Provider shall be responsible for the costs towards travel/stay, daily allowance or any other allowances with respect to their staff deployed for the execution of this project before or after the award of the contract.
- c) The earnest money will be released after submission of Performance Guarantee.

6. Performance Guarantee / Security Deposit

Performance Guarantee (as per the format prescribed by the purchaser) for an amount equivalent to 10% of total contract amount shall be valid from date of start of the project and up to successful implementation of Software for one year warranty period i.e. end of system support period. This should be submitted within ten days of receipt of notification of award / letter of intent (LOI) from purchaser. The proceeds of the performance guarantee shall be payable to the purchaser as compensation for any loss / penalties / liquidated damages resulting from the bidder's failure to complete his obligations under the contract. The performance guarantee will be discharged by the purchaser and returned to the bidder not later than 30 days following the date of completion of the bidder's performance obligations, including any warranty obligations under the Contract.

7. THE BID SECURITY/ EMD MAY BE FORFEITED:

- 1. If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or
- 2. In the case of a successful bidder, if he fails within the specified time limit to:
 - a. Sign the Agreement or,
 - b. Furnish the required Bank Guarantee.

8. Indemnity

Bidder shall indemnify, protect and save the Purchaser against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respects of all the hardware and software supplied by him.

9. Resolution of Disputes

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

10. Force Majeure

If either party is unable to perform any of its obligations under this Agreement because of circumstances beyond the reasonable control of the party, such as an act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities,

injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labour, materials, equipment, transportation or energy sufficient to meet needs (a "Force Majeure Event") the party who has been so affected shall immediately give notice to the other party and shall do everything reasonably practicable to resume performance, except that Company shall not be excused in any event from its payment obligation. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended for the period of such Force Majeure Event. If the period of non performance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may give written notice to terminate this agreement.

11. Time period for the assignment is **6 months** from the date of signing of agreement.

12. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Guwahati Court only.

TENDER OFFER FORM (TOF)

Date:

Tender Reference No.:

To:

The Chief Executive Officer,
Guwahati Metropolitan Development Authority,
Bhangagarh, Guwahati-5.

Subject:-

Dear Sir,

I / We have examined the tender documents including all annexure and appendices, the receipt of which is hereby duly acknowledged. I / we, the undersigned, offer to supply and deliver _____(Description of goods and Services) in conformity with the said tender documents. I / We undertake, if my / our tender offer is accepted, to commence delivery within _____ (Number) days and to complete delivery of all the items and perform incidental and supervisory services as specified in the Contract within _____ (Number) days calculated from the date of receipt of your Notification of Award / Letter of Intent.

If my / our tender offer is accepted we will obtain the guarantee of bank for a sum of _____% of the Contract price fixed for software for the due performance of the Contract. We agree to abide by this tender offer till/2018 and this shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, this tender offer, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any offer you may receive. Furthermore I / We certify that we have not made any correction /addition / omission/modification in the tender document which was downloaded from your website. If any change is observed, our tender may be summarily rejected.

Dated this ____ day of 2018.

Signature:

(In the Capacity of :)

Duly authorized to sign the tender offer for and on behalf of

Annexure 1

DETAILS OF FINANCIAL PROPOSAL

Having gone through this RFP document and the General and Special Conditions of contract and having fully understood the scope of work for the Project as set out in this RFP, we are pleased to inform that we would charge fee of

Sl. No.	Description	Unit	Base price	GST @18% In (In Rs)	Amount After GST (In RS)
1	Design and development of web based application software for processing of applications received for regularisation of unauthorised construction in Guwahati	Lump sum			
2	Cloud Hosting and Maintenance charge for the portal in a 8 core, 32 GB RAM, 1 TB HDD dedicated server. (Empanelled Cloud service provider under Ministry of Electronics & Information Technology, Govt. Of India for Government Community Cloud.)	Per month			
3	Cost of domain name and SSL certificate	Per year			
4	Annual Maintenance including modifications if any after defects liability period is over.	Per Year			
5	SMS charge	Per SMS			

Yours faithfully,

Signature _____
 Full Name _____
 Designation _____
 Address _____
 (Authorised Signatory)

DETAILS OF EMD

Date:

Tender Reference No.:

To:

The Chief Executive Officer,
Guwahati Metropolitan Development Authority,
Bhangagarh, Guwahati-5.

Sub:-

Dear Sir,

Following are details of EMD and my / our certificate. EARNEST MONEY DEPOSIT Demand Draft/ Bank Guarantee No. _____ dated ___/___/___ from the BANK BRANCH in respect of the sum of Rs. (in figures).....& (in words)is forwarded herewith, representing the earnest money, full value of which is to be absolutely forfeited to GMDA should I /We do not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause of the Contract Conditions; otherwise the said earnest money shall be refunded to us.

We understand that you are not bound to accept the lowest or any offer you may receive. Furthermore I / We certify that we have not made any correction /addition /omission modification in the tender document which was downloaded from your website. If any change is observed, our tender may be summarily rejected.

Signature:

(In the Capacity of :)

Duly authorized to sign the tender offer for and on behalf of

PERFORMANCE BANK GUARANTEE

To

_____ [Name of Employer]
_____ [Address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of works] (hereinafter called "the Contractor").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____ [amount of guarantee]* _____ (in words), such sum being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ amount of guarantee] as aforesaid without your needing to prove or to show grounds pr reasons for your demand for the sum specified therein.

We hereby waive the necessary of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

*An amount shall be inserted by the Guarantor, representing the percentage of Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.