



Brihanmumbai Municipal Corporation
BID DOCUMENT

For

“Maintenance and Enhancement of Existing Capital
Value Based Property Tax System”

Bid No.: 7200046204

Issued By

Assessment and Collection Department
Brihanmumbai Municipal Corporation

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1.Glossary

| Abbreviations and Acronyms | Description |
|----------------------------|---|
| A&C | Assessment and Collection, Assessor and Collector |
| A.D. | Acknowledgement on delivery |
| AMC | Annual Maintenance Contract |
| AOI | Area of Interest |
| API | Application Programming Interface |
| APK | Android Application Package |
| ASD | Additional Security Deposit |
| BEC | Bid Evaluation Committee |
| BI | Business Intelligence |
| BIT | Binary Digit |
| BLOB | Binary Large Object |
| BMC | Brihanmumbai Municipal Corporation |
| BOM | Bill of Material |
| BOQ | Bill of Quantities |
| BUID | Building User Identification |
| CA | Certifying Authorities, Contract Agreement |
| CBS | Core Banking Solution |
| CCN | Change Control Notice |
| CCA | Controller of Certifying Authorities |
| CD | Compact Disc |
| CERT | Computer Emergency Response Team (CERT) |
| CFC | Citizen Facility Centre |
| CMMI | Capability Maturity Model Integration |
| COTS | Commercial Off-The-Shelf |
| CoO | Country of Origin |
| CPU | Central Processing Unit |
| CRM | Customer Relationship Management |
| CSS | Cascading Style Sheet |
| CSV | Comma Separated Value |
| CST | Central Sales Tax |
| CSMT | Chhatrapati Shivaji Maharaj Terminus |
| CVS | Capital Value based System |
| DBA | Database Administrator |
| DP | Development Planning |

| | |
|------------------------|---|
| DC | Data Centre |
| DR | Disaster Recovery |
| DSC | Digital Signature Certificate |
| DVD | Digital Video Disc |
| ECS | Electronics Clearing Service |
| EMD | Earnest Money Deposit |
| EPF | Employee's Provident Fund |
| ER | Entity Relationship |
| ETL | Extract, Transform and Load |
| FAQ | Frequently Asked Questions |
| FMS | Facilities Management Service Provider |
| FRS | Functional Requirement Specification |
| GIS | Geographical Information System |
| GPR | Government, Port trust, and Railways |
| GST (CGST and SGST) | Goods and Services Taxes (CGST – Central Goods and Services Taxes, SGST – State Goods and Services Taxes) |
| HDD | Hard Disc Drive |
| HE | Hydraulic Engineering |
| HOD | Head of Department |
| HR | Human Resource |
| H/W | Hardware |
| HTML | Hyper Text Markup Language |
| IGR | Inspector General of Registration and Controller of Stamps |
| INR | Indian Rupee |
| IP | Intellectual Property |
| ISO | International Organisation of Standardization |
| ISO/IEC | International Organization for Standardization/ International Electrotechnical Commission |
| IT | Information Technology |
| JDBC | Java Database Connectivity |
| KYC | Know Your Customer |
| LAN | Local Area Network |
| LOA | Letter of Approval |

| | |
|------------|--|
| LS | Lump Sum |
| LST | Local Sales Tax |
| MDDS | Meta Data and Data Standards |
| MIS | Management Information System |
| MMC | Mumbai Municipal Corporation |
| MMR | Mumbai Metropolitan Region |
| MTOB | Maharashtra Tax on Buildings |
| NDA | Non-Disclosure Agreement |
| NEFT | National Electronics Funds Transfer |
| EPF and MP | Employees Provident Funds and Miscellaneous Provisions Act |
| O&M | Operation and Maintenance |
| OEM | Original Equipment Manufacturer |
| ODBC | Oracle Database Connectivity |
| OS | Operating System |
| OSM | Outstanding |
| OTP | One Time Password |
| PAN | Permanent Account Number |
| PTN | Property Taxation |
| PBG | Performance Bank Guarantee |
| PC | Personal Computer |
| PDF | Portable Document Format |
| PG | Postgraduate |
| PIC | Project Implementation Committee |
| PMP | Project Management Professional |
| PTIS | Property Tax Intelligence System |
| QCBS | Quality cum Cost Based Selection |
| QMS | Quality Management System |
| RAC | Real Application Clusters (Oracle) |
| RACI | Responsible, Accountable, Consulted and Informed |
| RAM | Random Access Memory |
| RBI | Reserve Bank of India |
| RCA | Root Cause Analysis |
| RDBMS | Relational Database Management System |
| RHEL | Red Hat Enterprise Linux |

| | |
|-------|--|
| RLR | Residential Letting Rate |
| RFP | Request for Proposal |
| RTGS | Real-Time Gross Settlement |
| RV | Rateable Value |
| SAC | Section Account Number |
| SAN | Storage Area Network |
| SDD | Solution Design Document |
| SDLC | Software Development Life Cycle |
| SDRR | Stamp Duty Ready Reckoner |
| SI | System Integrator |
| SLA | Service Level Agreement |
| SMS | Short Message Service |
| SMTP | Simple Mail Transfer Protocol |
| SOA | Service Oriented Architecture |
| SPOC | Single Point of Contact |
| SRM | Supplier Relationship Management |
| SRO | Sub Registrar's Office |
| SRS | System / Software Requirement Specification |
| ST | Sewerage Tax |
| STLC | Software Testing Life Cycle |
| S/W | Software |
| SWM | Solid Waste Management |
| UAT | User Acceptance Testing |
| UI/UX | User Interface (UI) and User Experience (UX) |
| ULB | Urban Local Body |
| URL | Uniform Resource Locator |
| VAT | Value Added Tax |
| VPN | Virtual Private Network |
| WT | Water Tax |
| XML | Extensible Mark-up Language |

BRIHANMUMBAI MUNICIPAL CORPORATION

Assessment and Collection Department
A.C./1064/Exp.

E-TENDER NOTICE

Bid No. 7200046204

Subject: Maintenance and Enhancement of Existing Capital Value based Property Tax System of Assessment and Collection Department

The Brihanmumbai Municipal Corporation (BMC) invites item rates and QCBS based e- tender for the aforementioned work from bidders for Maintenance and Enhancement of Existing Capital Value based Property Tax System of Assessment and Collection Department. Eminent firms, Partnership Firms/Private Limited Companies / Public Limited Companies / Limited Liability Partnership companies registered under the Indian law.

Bidding Process will comprise of Three stages.

The RFP document can be downloaded from BMC's portal <https://portal.mcgm.gov.in> on payment of ₹ 10400/- + ₹ 1872/-(GST@18%) = ₹ 12272/-.

The applicants not registered with BMC are mandated to get registered (Vendor Registration) with BMC as suggested below for e-tendering process & obtain login credentials to participate in the online bidding process.

- i) To download the RFP document, for those applicants not having vendor registration, need to apply first for vendor registration through online process form BMC's portal <https://portal.mcgm.gov.in> =>For Business => Online Vendor Registration
- ii) For e-Tendering registration, enrollment for digital signature certificates and user manual, please refer to respective links provided in 'Tenders' tab of the portal.

The vendors can get digital signature from any one of the certifying Authorities (CA's) licensed by the Controller of Certifying Authorities namely Safescrypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL GNFC and e-Mudhra.

The technical and commercial bids shall be submitted online up to the end date & time mentioned below:

| Sr. No. | Description | E-Tender Price | Period of Work | EMD | Start date & Time for online Bid Downloading | End date & Time for online Bid Submission |
|---------|---|----------------------------|---------------------|--------------|--|---|
| 1. | Maintenance and Enhancement of Existing Capital Value based Property Tax System of Assessment and Collection Department | ₹10400 + 9% CGST + 9% SGST | 5 Years (60 months) | ₹56,84,614/- | 01/02/2023 at 16.00 hrs. | 16/02/2023 at 16.00 hrs. |

Note: Last date for online payment of Earnest money Deposit (EMD) is on or before due date & time prescribed.

In terms of the 3-stage system of e-tendering, a bidder will be required to deposit, along with its bid, an, Earnest Money Deposit (EMD) of ₹56,84,614/- (₹ **Fifty Six Thousand Eighty Four Thousand Six Hundred Fourteen** only), refundable in accordance to the relevant clause of bid document, from the bid due date, except in the case of the selected Bidder whose Bid Security/EMD shall be retained. The bidders will have to provide Earnest Money Deposit through the payment gateways while submitting the bids. The bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit.

As per THREE Packet system, the document for Packet A & B is to be uploaded by the bidder as vendors' document online in Packet A, B. Packet A, B & C shall be opened on dates as mentioned in header data. All the responsive and eligible bidders if they so wish can be present at the time of opening of bids, in the office of the Assessor and Collector, Office of the Assessor & Collector

Assessment and Collection Department
BhrihanMumbai Municipal Corporation
546, N.M Joshi Marg, Bakari Adda, Byculla West,
Mumbai 400011

The Packet C shall be opened if bids submission in Packet A & B satisfies/includes all the requirements and same are found acceptable to the Authority.

The dates and time for submission and opening the bids are as shown in the "Bid Data Sheet". If there are any changes in the dates the same will be displayed on the BMC Portal - <https://portal.mcgm.gov.in>. The applicants interested in the above referred works may contact the Office of the Assessor and Collector, at the following address on any working day during office hours 10.00 am to 6.00 pm - Office of the Assessor & Collector

Assessment and Collection Department
BhrihanMumbai Municipal Corporation
546, N.M Joshi Marg, Bakari Adda, Byculla West,
Mumbai 400011

Phone No.- 9969660578.

The pre-bid meeting will be held as per the details mentioned in “Bid Data Sheet”. The prospective bidder who purchased E-tender copy will only be allowed to attend the pre-bid meeting. The prospective bidder(s) should submit their observations / queries, if any, in writing or email minimum two (2) days before Pre-bid meeting by dispatch & on email ID - dyaccomp.ac@mcgm.gov.in, a001compho.ac@mcgm.gov.in, a002compho.ac@mcgm.gov.in Only suggestions / observations received in writing or email will be discussed and clarified in pre-bid meeting. Changes / modifications in the tender document shall notified through addendum/corrigendum. Authorized representatives of prospective bidder(s) can attend the pre-bid meeting and obtain clarification regarding specifications, works & tender conditions. Bidders shall note that any corrigendum issued regarding this tender notice will be published on the BMC portal only.

The applicants may obtain details of 24 ward offices of BMC from Website of BMC - <https://portal.mcgm.gov.in>

The BMC reserves the rights to accept any of the applications or reject any or all the applications received for above works, without assigning any reasons thereof.

Sd/-
Assessor and Collector

2. Invitation of Bid

The Brihanmumbai Municipal Corporation invites Tender for “**Maintenance and Enhancement of Existing Capital Value based Property Tax System of Assessment and Collection Department**” as per the terms and conditions attached with this document and as per the provisions of the M.M.C. Act 1888 as amended till date.

Bidders are advised to study this Tender document carefully before submitting their proposals. 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.

2.1 Introduction

2.2 Project Background

Brihanmumbai Municipal Corporation (BMC) is responsible for urban governance & civic services in Greater Mumbai. Mumbai covers an area of 483.14 sq.km and houses approximately 12.4 million people. Brihanmumbai Municipal Corporation established in 1882 as India's first Municipal Corporation is the largest local body in Asia with annual budget of ₹ 45,949.21 /- crore (2022 -2023). The city has three zones viz. City, Eastern Suburb and Western Suburb. It is further divided into 24 administrative wards.

BMC aspires to transform Mumbai into a city of millennium, a world-class city as stated in the development plan 2014-2034. In order to achieve this, Mumbai needs to be distinctive on the dimension of quality of life by improving the quality of citizen welfare services through implementation of IT based solutions.

BMC provides various facilities to its citizens like roads, lights, water, and removal of waste from city, etc. This requires planning, development, and maintenance activities etc. To provide these facilities, corporation requires money for expenditure. BMC levies and collects various taxes from citizen to generate revenues that are used for these activities. One of the main taxes is Property Tax and it is a one of the major revenues of BMC. As per section 154 of Mumbai Municipal Act, 1888 (M.M.C. Act 1888) local body can levy property tax on properties that lies under BMC's jurisdiction. Tax levy and collection are done by the Assessor and Collector, Assessment & Collection department as described in Chapter VIII of M.M.C Act 1888. Property tax also comes under this department. Assessment of property, levy tax on property and collection are main key functions of this department. Property tax is based on capital value of property and hence the implemented system is called Capital Value System (CVS).

Basically, there are two types of property valuation-based taxation viz. Rateable value based, and Capital value based as explained below:

Rateable Value

As per the section 154 (1) of the MMC Act 1888, in order to fix the rateable value of any land or building assessable for property tax, shall be deducted from the amount of the annual rent for which such land or building might reasonably be expected to let out from year to year. A sum equal to 10% of the said annual rent and said deduction shall be in lieu of all allowances for repairs or any other account whatever.

The Rateable Value is calculated as the rent that a property fetches or may fetch, minus certain deductions. Various parameters of the property like its construction type, usage type, etc. determine which method is applied to compute this value. In cases where a property is let out on rent, this rent is the base for computing the RV. However, in cases where the property is owner occupied, the rent-earning capacity of that property is estimated using the Residential Letting Rate (RLR) method.

Rateable value-based property tax system was effective until 31st March 2010.

Capital Value

As per the section 154 (1A) of the MMC Act 1888, in order to fix the capital value of any land or building assessable to a property tax, the Commissioner shall have regards to the value of land or building as indicated in the Stamp Duty Ready Reckoner for a time being in force as prepared under the Bombay Stamp (Determination of True Market Value of Property) Rules, 1995, framed under the provisions of Bombay Stamp Act 1958.

Capital value is the present market value of the property or land. Corporation has adopted the rates of Stamp Duty Ready Reckoner to determine the market value of property. Property will be valued based on the rates of Ready Reckoner. Shop, office, commercial building, residential building, industrial building, and land etc. will be valued at the prevailing rates and subzones in which it is located. Rates of Ready Reckoner includes rates of land as well as buildings. The Ready Reckoner gives the rate of area per square meter. The market value of property is fixed for tax period up to next revision cycle or amendment, whichever is earlier.

Department has implemented Capital Value based Property Tax System from April 2010 onwards.

BMC desires that the services offered by Assessment & Collection department (A&C) should be citizen centric and has implemented a user-friendly Information and Communication Technology based solution which is developed using latest technologies that is secure and scalable. It has automated the internal workflows to enhance effectiveness of the department to reduce dependency on humans using reliable, accurate and timely information and offer user friendly services of property tax payment through multiple channels suitable to the taxpayers. The system is integrated with the external existing system viz. SAP accounting system, Payment gateways, Application of HE department, AutoDCR application of DP department, iSARITA application of IGR department, Govt. of Maharashtra, GIS (Geographic Information System) implemented by the department and BMC, CFC (Citizen Facility Centre), Call Log Application, etc.

To manage and enhance the existing systems, Assessment and Collection Department of BMC seeks proposals from the interested System Integrators (SIs) to bid for the RFP titled "Maintenance and Enhancement of Existing Capital Value based Property Tax System of Assessment and Collection Department".

2.3 Project Objective

The BMC wishes to select and engage a bidder hereafter alternately referred to “System Integrator - (SI)” for Operation and Maintenance of Capital Value based Property Tax System and incorporate enhancements in the system during the contract period of 5 years (60 months).

2.4 Bid Document Notice

1. This bid Document is being published by the Assessor and Collector (Assessment and Collection Department), Brihanmumbai Municipal Corporation, for the Project “Maintenance and Enhancement of Existing Capital Value based Property Tax System of Assessment and Collection Department”.
2. Bidders are advised to study this bid document carefully before submitting their bids in response to the Bid Notice. Submission of a bid 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.
3. This bid document is not transferable.
4. The complete bidding document has been published on <https://portal.mcgm.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required RFP/ bidding document fee and EMD.
5. Bidders who wish to participate in this bidding process, must register on <https://portal.mcgm.gov.in>
6. To participate in online bidding process, bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. System Integrators can procure the same from any CCA approved certifying agency, i.e., TCS, Safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
7. A three-envelope bidding, and selection procedure shall be adopted.
8. Bidders (authorized signatory) shall submit their offer online in electronic formats as technical (including prequalification documents) and financial proposal.
9. BMC shall not be responsible for delay in online submission due to any reason. Bidders are requested to upload the complete bid proposal, well advance in time so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems. For queries related to eTender, kindly contact; Tel: 022-24811275, e-mail: etendering.it@mcgm.gov.in
10. Bidders are also advised to refer “Bidders Manual Kit” available at <https://portal.mcgm.gov.in> → Tenders → Tenders & Quotations → Tender Manuals for further details about the e-tendering process. System Integrators are requested to fulfill all the pre-requisites mentioned in the User Manual for Vendors - Item Rate Bidding Process (Page 5 & 6), etc. before bidding for the RFP.

3. Pre-Qualification Criteria

3.1 Pre-Qualification Criteria for System Integrators

3.1.1A firm/organization or an individual sanctioned (blacklisted/debarred/under suspension/self-imposed restraintment) by BMC or any other Government or semi-Government organization shall be ineligible to be awarded a BMC-financed contract, or to benefit from a BMC-financed contract, financially or otherwise, for the period zero (0) to last three (3) years from the date of submission of the tender.

3.1.2The selected bidder should have office within Brihanmumbai Municipal Corporation limits and shall produce the proof of legal use and possession of the same for the contract period. If not, it should provide proof of the said office in the Brihanmumbai Municipal Corporation limits within 1 month of award of contract.

3.1.3If the bidder consists of more than one entity, then such entities shall specify which one among them shall be primarily accountable for the implementation of the entire scope of work. Such entity/s shall submit a valid **Agreement** on Stamp Paper among the members signed by the Authorized Signatories of the entity /s dated prior to the submission of the bid. The Agreement shall clearly specify the details of bidder and outline the roles and responsibilities of each constituent member. The agreement between the bidder and its constituents should be for the entire period of the Project and submitted along with the Bid. The Agreement of the constituents of the entities should be submitted for their exclusive association for this bid and joint responsibility for the respective scope including liabilities.

3.1.4BMC shall sign the contract with the bidder / constituents of the selected bidder. All payments shall be made to the bidder only in the context of 3.1.3 above. However, the names of all the constituent members shall be included in the contract.

Only bidders complying the Pre-qualification Criteria shall be eligible to participate in the tender process. The minimum eligibility criteria that should be satisfied by the System Integrators are mentioned below. The formats for the Pre-qualification documents are given in Annexures of this RFP, unless specified otherwise.

Note: Projects submitted by the bidder as part of experience towards eligibility and technical evaluation should have been done by the bidding entity. The bidder must submit the documentary evidence/agreement showing roles and responsibilities division among constituents if any.

| Sr. No | Qualification Criteria | Applicability | Documentary Evidence |
|--------|--|---|---|
| 1. | The bidder and its constituents if any must be a company registered under Indian Companies Act, 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008. (A bidder shall constitute a maximum of two constituents) | Sole Bidder/ Bidder with constituents | Copy of Certificate of Incorporation signed by Authorized Signatory of the Bidder / Certified deed of partnership |

Bid Document for Maintenance and Enhancement of Existing CV Based Property Tax System

| | | | |
|----|---|--|--|
| 2. | <p>The Bidder must have an average annual turnover of at least ₹ 30 Crore from IT services over three financial i.e., 2019-20, 2020-21, 2021-22</p> <p>The bidder / its constituents must have an average annual turnover of at least ₹ 10 Crore from IT services over three financial years i.e., 2019-20, 2020-21, 2021-22</p> | <p>Sole Bidder or jointly by all constituents of the bidder</p> <p>Bidder / its constituents</p> | <p>Audited Profit & Loss statement and certificate from certified Chartered Accountant mentioning turnover from IT services for three financial years i.e., 2019-20, 2020-21, 2021-22.</p> |
| 3. | <p>The Bidder / all the constituents must have positive net worth measured as paid-up capital plus free reserves) on 31st March 2022.</p> | <p>Bidder(s) meeting the turnover criteria</p> | <p>Audited balance sheet and certificate from certified Chartered Accountant mentioning positive net worth</p> |
| 4. | <p>The Bidder / its constituents must have executed or currently executing project(s) within India of below mentioned value for implementation and operation & maintenance of enterprise IT project as on the date of submission of the bid:</p> <ol style="list-style-type: none"> 1. At least one project with a value not less than ₹ 20 Crore OR 2. At least two projects with a value not less than ₹ 15 Crore each OR 3. At least three projects with value not less than ₹ 10 Crore each <p>(Note: to consider it as eligible project, the contribution of COTS software should be less than 50% of the project values mentioned above)</p> | <p>Sole Bidder / any of its constituents</p> | <p>Copy of Work Order & Work Completion certificate of the project from respective client clearly stating:</p> <ul style="list-style-type: none"> ➤ Scope of work ➤ Latest status of project and ➤ Client contact details <p>In case of an ongoing project, the project must have gone LIVE, and bidder should submit such certificate from the respective client with contact details.</p> |
| 5. | <p>The Bidder must possess the below certification:</p> <ul style="list-style-type: none"> • CMMi level 3 or higher • ISO 9001:2015 • ISO 27001:2013 | <p>Sole Bidder /any of its constituents</p> | <p>Copy of the Valid Certificate issued by CMMi institute partner (for CMMi certificate) / ISO accredited member (for ISO certificate) and renewal stage document in case the certificate has expired, and renewal is in-process. Validity of CMMi certificate shall be ascertained through the below given URL https://cmminstitute.com/pars/</p> |
| 6. | <p>The Bidder should have or shall be ready to set up a project office in Mumbai Metropolitan Region (MMR).</p> | <p>Sole Bidder /any of its constituents</p> | <p>Copy of the legal use and possession of office within Brihanmumbai Municipal Corporation limits and possession of the same for the contract period or</p> |

| | | | |
|-----|---|--------------------------------------|---|
| | | | Declaration that office will be set-up within Brihanmumbai Municipal Corporation limits within a period of 1 month from the date of issuance of Letter of Intent/ Letter of Award/Work Order/Purchase Order |
| 7. | The Bidder must have GST registration number. | Sole Bidder /all of the constituents | Copy of GST registration number. |
| 8. | The Bidder must have Income Tax Returns for the last three assessment years i.e., 2019-20, 2020-21, 2021-22 and the bidder (not individual) should have a PAN card | Sole Bidder /all of the constituents | Copy of Income Tax returns for the last three assessment years i.e., 2019-20, 2020-21, 2021-22 and PAN Card |
| 9. | The Bidder must not have been blacklisted, debarred or suspended by BMC or any Central/State Government Organization in India at the time of submission and at the stage of signing the contract. | Sole Bidder /all of the constituents | Declaration by the Bidder as per format given in the bid document |
| 10. | The Bidder must have registration certificate under E.P.F. and M.P. Act 1952 | Sole Bidder /all of the constituents | Copy of registration of E.P.F. and M.P. |

The Bidders also called as entities are allowed to form Consortiums/ Joint Ventures / Partnerships / Company etc. subject to following conditions:

1. The number of constituent members cannot exceed two
2. The bidder shall submit the proposal and all the constituents of the bidding entity should sign the Contract
3. All the constituent members are jointly, equally, and severally responsible for execution of the Contract.
4. No Constituent member can be a part of more than one bidding entity. Only one Bid shall be allowed from a bidding entity. The Partners /Directors of Constituents of a bidding entity are not allowed to bid individually
5. All the signatories of the bidding entity shall be authorized by a Power of Attorney signed by the respective constituents
6. Each bidder / constituent member shall execute and submit along with the respective Pre-qualification Proposal, a registered power of attorney in favour of the entity which shall inter-alia, authorize the constituent to act for and on behalf of such member of the entity and do all acts as may be necessary to or for the performance under the contract
7. The Agreement of constituents shall provide at least the following information in respect of the constituent member that the Bidder will engage to provide any of the services required under this RFP.
 - a. Brief description of nature of services to be provided by the constituent members
 - b. Date, form, and state of incorporation of each constituent member
 - c. Contract Administrator (Name, business address, phone/mobile, and e-mail address of individual responsible for administering any Contract that might result from this RFP)

Bid Document for Maintenance and Enhancement of Existing CV Based Property Tax System

- d. Company Principals (Name, title, and business address) and
- e. Current or prior proposed constituent member including Client reference (Contact name, phone number, dates when scope of work were performed)

4. Instructions to Bidder

4.1 Bid Data Sheet

| Sr. No. | Information | Details |
|---------|---|---|
| 1. | Tender Document No. | Bid No. - |
| 2. | Name of Organization | Brihanmumbai Municipal Corporation |
| 3. | Project Name | Maintenance and Enhancement of Existing Capital Value based Property Tax System of Assessment and Collection Department |
| 4. | Bid Type | Open Tender via e-Tendering system (Item rate with QCBS) |
| 5. | Bid Document Price (Non-refundable) | ₹.10400/- + 9 % CGST + 9 % SGST |
| 6. | Earnest Money Deposit (EMD) | ₹.56,84,614/- |
| 7. | Date of issue & sale of tender | Date. 01.02.2023 Time 16:00 hrs. |
| 8. | Bid Download Last Date | Date. 16.02.2023 Time 16:00 hrs. |
| 9. | EMD Submission Due Date & Time (Online) | Date. 16.02.2023 Time 16:00 hrs. |
| 10. | Last date and time for sale of tender | Date. 16.02.2023 Time 16:00 hrs. |
| 11. | Bank Solvency Certificate | ₹ 60,00,000/- |
| 12. | Performance Bank Guarantee | 10% of the contract value within 30 working days from the date of issue of Letter of Acceptance. |
| 13. | Query Submission | To be submitted via e-mail only on E-mail ID- dyaccomp.ac@mcgm.gov.in , a001compho.ac@mcgm.gov.in a002compho.ac@mcgm.gov.in Up to 08.02.2023 @ 15.00 hrs. <i>Kindly refer to Annexure VII for query format.</i> |
| 14. | Date of pre-bid meeting | Date. 09.02.2023 Time 12:00 hrs. |
| 15. | Venue of Pre bid meeting | Office of the Assessor and Collector, Assessment and Collection Department, 6 th Floor, Annex Building, Brihanmumbai Municipal Corporation, Mahapalika Marg, Fort – 01 Email ID - dyaccomp.ac@mcgm.gov.in Dy. A&C – Shri. Suhas Gosavi – 99696 60578 |
| 16. | Submission of Packet-A, B & C (online) | Date. 16.02.2023 Time 16:00 hrs. |
| 17. | Opening of Packet-A | Date. 17.02.2023 Time 12:00 hrs. |
| 18. | Opening of Packet-B | Date. 17.02.2023 Time 12:05 hrs. |

| Sr. No. | Information | Details |
|---------|---|--|
| 19. | Opening of Packet-C | Date. 24.02.2023 Time 16:00 hrs. |
| 20. | Address for communication | Office of the Assessor and Collector, Assessment and Collection Department, 6 th Floor, Annex Building, Brihanmumbai Municipal Corporation, Mahapalika Marg, Fort – 01 Email ID - dyaccomp.ac@mcbm.gov.in Dy. A&C (Computer) – Shri. Suhas Gosavi– 9969660578 |
| 21. | Signing of Contract Agreement with BMC | Within 45 days after the issuance of the work order |
| 22. | Bid Validity Period | 180 Calendar Days from the Date of opening of Bid |
| 23. | Evaluation of Bids and Awarding of Contract - Quality and Cost Based Selection (QCBS) | QCBS 70:30 |

Sd/-
Assessor and Collector

4.2 Purpose of Bid Document

The purpose of this bid document is to select a System Integrator (SI) for “Maintenance and Enhancement of Existing Capital Value Based Property Tax System of Assessment and Collection Department” as per the scope defined in Scope of Work section subject to such addendum as the competent authority deems fit. This document provides information to enable the bidders to understand the requirements to submit their bids.

4.3 Cost of Bid Document

The Cost of bid document as mentioned in Section 4.1 above.

4.4 Bidder Registration and Instructions

The terminology of e-Tendering is solely depending upon policies in existence, guidelines and methodology adopted since decades. The SRM is only change in process of accepting and evaluation of tenders in addition to manual. The SAP module to be used in this E-tendering is known as Supplier Relationship Module (SRM).

Note: This tendering process is covered under Information Technology Act & Cyber Laws as applicable.

(1) In e-tendering process, some of the terms and its definitions are to be read as under wherever it reflects in online tendering process:

- ✓ Start Date read as “**Sale Date**”
- ✓ End Date read as “**Submission Date**”
- ✓ Supplier read as “**Contractor/Bidder**”
- ✓ Vendor read as “**Contractor/Bidder**”
- ✓ Vendor Quotation read as “**Contractors Bid/Offer**”
- ✓ Purchaser read as “**Department/BMC**”

I. Before entering into online tendering process, the Bidder should complete the registration process so as to get User ID for E-tendering links. For this, the Bidder can access through Supplier registration via BMC Portal.

There are two methods for this registration: **(II and III)**

II. Transfer from R3 (registered bidders with BMC) to SRM

- a. Bidders already registered with BMC will have to approach the Vendor Transfer cell of BMC.
- b. Submit details such as (name, vendor code, address, registered e-mail ID, PAN card etc.) to Vendor transfer cell.
- c. Concerned BMC authority for Vendor Transfer, transfers the Vendor to SRM application from R3 system to SRM system.
- d. Transferred Vendor receives User ID creation link on his supplied e-mail ID.
- e. Vendor creates his User ID and Password for e-tendering applications by accessing link sent to his mail ID.

III. Online Self Registration (Temporary registration for applicant not registered with BMC)

- a. Vendor fills up Self Registration form via accessing BMC portal.
- b. Vendor Transfer cell (same as mentioned above) accesses Supplier Registration system and accepts the Vendor request.
- c. Accepted Vendor receives User ID creation e-mail with Link on his supplied e-mail ID.
- d. Vendor creates his/her User ID and Password for e-tendering application.

IV. Bidders BIDDING: Applicant shall quote and upload Tender Documents

- a. Access e-tender link of SRM Portal
- b. Log in with User ID and Password
- c. Selects desired Bid Invitation (wants to bid)
- d. To download tender documents, System Integrators will have to pay online Tender fee. The same can be done by accessing Pay Tender Fees option. By this one will be able to pay Tender fee through Payment Gateway-If transaction successful, Bidder can register his interest to participate. Without Registration one cannot quote for the Bid/Tender.
- e. Applicant will download Tender Documents from Information from purchaser tab by accessing Purchaser document folder through collaboration 'C' folder link.
- f. Applicant will upload ePacket **A** and ePacket **B** related Documents in ePacket **A** and ePacket **B** folder respectively by accessing these folders through "My Notes" Tab and collaboration folder link.
- g. All the documents uploaded must be digitally signed and saved. Bidder can procure their digital signature from any certified CA's in India.
- h. Bid security deposit/EMD and ASD, if applicable, should be paid online as mentioned in tender.
- i. For commercial details (in ePacket **C**) System Integrators will fill data in Item Data tab in Service Line Item via details and quotes his "Percentage Variation" (i.e., % quoted) figure. (If entered 'o' it will be treated as at par. By default, the value is zero only.
- j. Applicants to check the bid, digitally signs & save and submit his Bid Invitation.
- k. Applicants can also save his uploaded documents/commercial information without submitting the BID for future editing through 'Hold' option.
- l. Please note that "Hold" action does not submit the Bid.
- m. Applicants will receive confirmation once the Bid is submitted.
- n. Bid creator (BMC) starts Bid Opening for ePacket **A** after reaching End Date and Time and Bid Evaluation process starts.

As per Three ePacket system, the document for ePacket **A & B** are to be uploaded by the tenderer in 'Vendor's document' online in ePacket **A & B** respectively. Before purchasing/ downloading the tender copy, tenderer may refer to Pre- Qualification criteria mentioned in Section 3.

The Bidders shall pay the EMD/Bid Security through payment gateways before submission of Bid and shall upload the screenshot of receipt of payment in ePacket '**A**' instead of paying the EMD at any of the CFC centers in BMC Ward Offices.

The e-tender is available on BMC's portal <https://portal.mcgm.gov.in>. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. The ePacket '**A**', ePacket '**B**' & ePacket '**C**' of the tenderer will be opened as per the timetable mentioned in Section 4.1

The Municipal Commissioner reserves the right to reject all or any of the e-Tender(s) with or without assigning any reason at any stage. The dates and time for submission and opening the tenders are as mentioned in Section 4.1. If there are any changes in the dates, the same will be displayed on the BMC Portal <https://portal.mcgm.gov.in>.

4.5 Bid Preparation Cost

1. The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in the conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by BMC to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. BMC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
2. This bid does not commit BMC to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of BMC and may be returned at its sole discretion.

4.6 Pre-bid Meeting

1. BMC shall host a Pre-bid Meeting for queries (if any) by the prospective Bidders. Details regarding the date, time and place of the meeting are provided in Section 4.1. A maximum of three representatives of each of the bidder may attend the pre-bid meeting on the production of authority letter from the applicant at their own cost. The purpose of the pre-bid meeting is to provide a forum to the prospective Bidders to clarify their doubts / seek clarification or additional information, necessary for them to submit their bid. The pre-bid meeting is not for the purposes of suggesting changes to the bid document.
2. All enquiries from the prospective Bidders relating to this bid must be submitted to the designated contact person as mentioned in section 4.1 of this bid document. The queries should necessarily be submitted in the format as given in **Annexure VII** as a Microsoft Word/Spreadsheet document.
3. Authorisation letter in the name of the person attending the pre-bid meeting needs to be submitted on the letterhead of the bidder / bidding entity during the pre-bid meeting in the format specified, refer **Annexure VI**.
4. Queries submitted post the specified deadline, or which do not adhere to the specified format may not be responded to. All the responses to the queries (clarifications / corrigendum) shall be made available on the BMC website <https://portal.mcgm.gov.in> -> For Partners -> Tenders – View ->

4.7 Amendment of Bid Document

1. At any time before the deadline for submission of bids, BMC, may, for any reason, modify the bid document by an amendment. All the amendments made in the document would be uploaded on the website and the same shall be deemed to be in the knowledge of the Bidders.
2. The prospective Bidders are advised to visit the BMC website as stated in section 4.4 of this document on regular basis for checking necessary updates. BMC also reserves the rights to amend the dates mentioned in this bid for bid process. It will be assumed that the amendments have been taken into account by the Bidder in its bid.
3. In order to offer prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, BMC may or may not, at its discretion, extend the last date for the receipt of Bids.

4.8 Rights to Terminate the Process

1. BMC may terminate the bid process or the tender at any time and without assigning any reason. BMC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This bid document does not constitute an offer by BMC. The bidder's participation in this process may result in BMC selecting the bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by BMC to execute a contract or to continue negotiations. BMC may terminate negotiations at any time without assigning any reason.

4.9 Earnest Money Deposit (EMD) and Refund

1. Bidders shall pay, along with their Bids, EMD amount as mentioned in Section 4.1, and it shall be paid online only with as per BMC Circular Ref No. CA/F/FAR/FI/502/2015-16 dated 02.11.2015.
2. In case a bid is submitted without the EMD as mentioned above then BMC reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.
3. The EMD shall be denominated in Indian Rupees only. No interest shall be paid by BMC towards the deposited EMD.
4. EMD of those bidders who do not qualify in technical evaluation, shall be returned immediately after recommendation of bid committee without waiting for their request. EMD of 3rd and 4th highest QCBS score bidders shall be returned on their written request after recommendation of bid committee. After returning EMD to these two bidders, for any reasons, if these bidders become eligible for contract as per the recommendation of bid Committee, they will not have any right to claim the contract. After issuing acceptance letter to the highest QCBS scoring bidder, the EMD of 2nd highest QCBS scoring bidder shall be returned immediately without waiting for request. EMD of the successful bidder will be refunded after submission of Performance Bank Guarantee and compliance of contractual formalities.
5. The entire EMD may be forfeited in any of the following cases:
 - i. If a bidder withdraws its bid or increases its quoted prices during the period of bid validity or its extended period, if any
 - ii. If the successful bidder fails to sign the Contract or Performance Bank Guarantee within specified time and in accordance with the format given in this bid document
 - iii. During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization
 - iv. During the bid process, if any information is found wrong / manipulated / hidden / suppressed in the bid
6. The decision of BMC regarding forfeiture of the EMD and rejection of bid shall be final and shall not be called upon question under any circumstances.
7. Unsuccessful bidder's EMD shall be returned to the concerned bidder within 180 days from the date of opening of the Commercial bid.
8. EMD of Successful bidder shall be returned after the award of contract and submission of the performance Bank Guarantee within specified time.

9. No rejections and forfeiture shall be done in case of curable defects. For non-curable defects, the 10% of EMD shall be forfeited and bill will be liable for rejection.
- Curable Defect shall mean shortfall in submission such as:
 - a) Non submission of following documents:
 - ✓ Valid Registration certificate
 - ✓ Valid Bank Solvency
 - ✓ Goods and Service Tax Registration Certificate / Sales Tax Registration (VAT)
 - ✓ Certified copies of PAN documents and photographs of individual, owners etc.
 - ✓ Partnership deed
 - ✓ Undertaking as mentioned in the tender documents
 - b) Wrong calculation of bid capacity
 - c) No proper submission of experience certificate
 - Non-curable Defect shall mean shortfall in submission such as:
 - a) Non submission of following documents:
 - ✓ Inadequate submission of EMD/ASD (if any) amount
 - ✓ Inadequacy of technical or financial capacity with respect to eligibility criteria as stipulated in the tender
 - ✓ Any requirement which does not form part of curable defects

4.10 Solvency Certificate

A valid Bank Solvency Certificate of amount as mentioned in Section 4.1 which has been issued not more than six months prior to the date of submission of bid needs to be submitted in the Pre-Qualification folder (Packet 'A').

4.11 Submissions of Bids

1. Complete bidding process is online (e-Bidding) in three Packets system. All the notifications and details regarding terms and conditions related to this bid notice hereafter shall be published online on web site <https://portal.mcgm.gov.in>.
2. Bidding documents can be seen, downloaded, and submitted in electronic format on the BMC website. The deadline for submission of bid is specified in section 4.1 of this document.
3. Technical bids shall be opened as per the details mentioned in section 4.1 of this document.
4. Bidder should submit information and scanned copies of all the documents in PDF format in Pre-Qualification folder (ePacket 'A') as mentioned in the Bid Document.
5. Bidder may be requested to submit original documents for verification during evaluation of technical bids as and when required.
6. Date and Time of opening of financial bid shall be as mentioned in section 4.1 or as informed through e-mail to technically qualified bidders.
7. An authorized representative of the bidder should have valid class II / III Digital Signature Certificate (DSC) obtained from any Certifying Authority. The authorized representative of the Bidder shall digitally sign the original Technical bid and Commercial bid. The authorization shall be in the form of a written power of attorney accompanying the bid or in any other form demonstrating that the representative has been duly authorized to sign.

8. As per BMC circular CE/PD/5268/II dated 11.08.2006, on opening the Pre-Qualification folder (ePacket 'A'), if it is found that the bidder has not submitted required documents as per Pre-Qualification folder (ePacket 'A') then the bidder shall be intimated to comply with the said documents within 3 working days from the intimation date by BMC (through e-mail), otherwise it will be treated as non-responsive
9. BMC reserves the right to accept or reject any or all the bids without assigning any reason. Moreover, if no intimation is provided by BMC then the documents submitted cannot be deemed as accepted.

4.12 Site Visit

Bidders are welcome to visit the site(s) / office premises and obtain additional information at their own cost and responsibility. However, a prior appointment with the concerned officials is recommended.

4.13 Language of Bids

The application and all related correspondence and documents in relation to the bidding process shall be in English language. Supporting documents and printed literature furnished by the applicant with the application may be in any other language provided they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the application, the English language translation shall prevail.

4.14 Bid Submission Format

The entire bid shall strictly be as per the format specified in this bid document.

4.15 Documents Comprising of Bid

1. Below table provides the list of mandatory documents to be submitted along with the bid:

| Sr. No. | Type of Envelope | Documents to be submitted |
|---------|--------------------------------------|---|
| 1. | Pre-Qualification Folder (ePacket A) | <ul style="list-style-type: none"> ✓ Cover Letter ✓ Authorization document authorizing the bidder to sign/ execute the bid as a binding document and also execute all relevant agreements forming part of bid or Power of Attorney executed by the bidder in favour of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this bid ✓ Copy of Certificate of Registration/Certificate of Incorporation/Latest Partnership Deed in case of Partnership ✓ Bidder's Particulars as per specified format in section 6.3 ✓ Copy of the audited balance sheet of the bidder / constituent members for last 3 financial years as mentioned in Pre-qualification criteria ✓ Self-declaration by Authorized Signatory to certify that the products quoted are not end of life for the next 5 years or end of sale products as well as OEM certificate for the same as per specified format |

| | | |
|----|-----------------------------------|--|
| | | <ul style="list-style-type: none"> ✓ Completed Projects: Work Order & Work Completion certificate signed by a competent authority clearly stating the scope of the project, completion of the project and contact details of client person ✓ Ongoing Projects: Work Order signed by a competent authority clearly stating the scope of the project and contact details of client person. Certificate signed by a competent authority clearly stating that the project went Live and not the specific module of the project ✓ Complete resumes of the resources proposed for Selection as per Annexure XI ✓ Certificate from HR as per Annexure XIII ✓ Copies of Certification in specific domain/technology ✓ Copy of valid Certificate for CMMI Level 3 or higher and ISO/IEC 9001: 2015, 27001:2013 or any other certificate as applicable ✓ Copy of the legal use and possession of office within Brihanmumbai Municipal Corporation limits and possession of the same for the contract period or Declaration that office will be set-up within Brihanmumbai Municipal Corporation limits within a period of 1 month from the date of issuance of Letter of Intent/ Letter of Award/Work Order/Purchase Order ✓ Copy of GST Registration ✓ Copy of PAN card ✓ Copy of Income Tax returns for last 3 assessment years as mentioned in Pre-qualification criteria (Section-3.1) ✓ Declaration regarding non-blacklisting / debarment / suspension / self-restraint in the specified format ✓ Copy of Registration with EPF ✓ All the documentary evidence required as per pre-qualification criteria mentioned in section 3.1 (Pre-Qualification Criteria) of this bid |
| 2. | Technical Bid Folder (ePacket B) | <ul style="list-style-type: none"> ✓ Technical Bid ✓ Technical Bill of Material (Section 7.3) ✓ Commercial Bid Cover Letter (Section 8.1) ✓ Certificate from HR as per Annexure XIII ✓ Technical Specifications Compliance to Annexure X ✓ Statement on Country of Origin (CoO) about supply of COTS product ✓ Other Documents (as per requirements of the bid) |
| 3. | Commercial Bid Folder (ePacket C) | To be submitted online |

2. Bidders shall furnish the required information on their Pre-Qualification, Technical and Financial bids in specified formats and online only. Any deviations in format may make the bid liable for rejection.

Disclosure of Commercial information of the bid in Pre-Qualification or Technical envelope/folder shall be sufficient grounds for rejection of the bid.

3. Bidders shall categorically provide their e-mail ID in ePacket 'A'.

4.16 Withdrawal of Bids

1. A bidder wishing to withdraw its bid shall notify to BMC by e-mail prior to the deadline prescribed for bid submission. A withdrawal notice sent by electronic means such as e-mail, must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids. The notice of withdrawal shall:
 - a. Be addressed to BMC at the address named in the Bid Data Sheet, and
 - b. Bear the Contact name with mobile number, the <Title> and < Bid No.>, and the words "Bid Withdrawal Notice." Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a valid submitted bid.
2. No bid should be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the Bid Data Sheet. Withdrawal of a bid during this interval may result in the forfeiture of the bidder's EMD.

4.17 Evaluation Process

1. The evaluation process of the bid proposed to be adopted by BMC is indicated in this section. The purpose of this section is to provide the bidder an idea of the evaluation process that BMC may adopt.
2. BMC shall appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the technical and commercial bids received. The BEC will examine the bids to determine whether they are complete, responsive and whether the bid format conforms to the bid requirements.
3. The bid prices should not be mentioned in any part of the bid other than the Commercial bid.
4. Any attempt by a bidder to influence the bid evaluation process may result in the rejection of bid.

4.18 Evaluation of Technical Bids

1. The Technical bids of only those bidders, who qualify in the Pre-Qualification stage, shall be considered, and will be evaluated as per the evaluation criteria in this clause. The Bid Evaluation Committee may invite each bidder to make a presentation as part of the technical evaluation.
2. The bidder's technical solutions proposed in the bid document will be evaluated as per the requirements specified in the Bid document and adopting the evaluation criteria specified below.
3. The evaluation parameters for the bid will be QCBS based. Bidders who score minimum 70% in technical evaluation shall qualify for financial bid opening. However, BMC reserves the right to lower the minimum required marks if none of the bidders achieves 70% of the total marks. Only the Bids qualifying the technical evaluation will be considered for commercial evaluation.
4. Technical Evaluation of the bids would be carried out on following broad parameters:

| # | Parameter | Maximum Marks |
|--------------|--|---------------|
| A | Bidder's Competence and Similar Project Experience | 40 |
| B | Quality of Technical Proposal | 10 |
| C | Quality of Human Resources | 35 |
| D | Financial Capability of the bidder | 10 |
| E | Bid Presentation | 05 |
| Total | | 100 |

The above five evaluation parameters would be divided into various sub-categories as mentioned below:

A. Bidder's Competence and Similar Project Experience - Total 40 marks

| # | Evaluation Criteria | Maximum Marks | Criteria | Supporting Documents |
|-----------|---|---------------|---|--|
| A1 | Quality Certifications | 05 | Sole bidder / Constituents of the bidder jointly should have valid: <ul style="list-style-type: none"> ➤ CMMI Level 5 - 05 marks | Copy of the Valid Certificate issued by CMMi institute partner (for CMMi certificate) and renewal stage document in case the certificate has expired, and renewal is in-process. Validity of CMMi certificate shall be ascertained through the below given URL https://cmminstitute.com/pars/ |
| A2 | Bidder's Competence for execution of similar projects | 10 | Experience of the Sole bidder or Constituent Members jointly in Design, Implementation, and Operation & Maintenance Property Tax / Tax solution in India as on the date of submission of the bid: <ul style="list-style-type: none"> ➤ One project - 08 marks ➤ Two projects - 10 marks | <p>For Completed Projects: Work Order & Work Completion certificate signed by a competent authority clearly stating the scope of the project, phase completion of the project and contact details of client authority. The experience of completed projects of the constituent member shall be considered only for those projects executed itself without being merely a member of another legal entity.</p> <p>For Ongoing Projects: Work Order signed by a competent authority clearly stating the scope of the project and contact details of reference person. Certificate signed by a competent authority clearly stating that the project has gone live and are under Operation and Maintenance. The experience of ongoing projects of the constituent member shall be considered only for those projects being executed itself without being merely a member of another legal entity.</p> |
| A3 | | 20 | Experience of the Sole bidder or Constituent Members jointly in execution of Business Intelligence tools integration with Property Tax /Tax solution projects within India as on the date of submission of the bid: <ul style="list-style-type: none"> ➤ One project - 16 marks ➤ Two projects - 20 marks | |
| A4 | | 05 | Experience of the Sole bidder or Constituent Members jointly in execution of any one integrated project having scope of A2 and A3 of this table for Government agencies viz. State/ Central / ULB as on the date of submission of the bid – 05 marks | |

| | | | | |
|--|--|--|--|--|
| | | | | <p>Out of consideration:</p> <ul style="list-style-type: none"> ➤ Only COTS based solution and supply of only Hardware projects shall not be considered. |
|--|--|--|--|--|

B. Quality of Technical Proposal - Total 10 marks

| # | Evaluation Criteria | Maximum Marks | Criteria | Supporting Documents |
|-----------|--|---------------|---|----------------------|
| B1 | Bidder's Solution Approach offered in the Technical Proposal | 01 | Overall approach of the bidder for Maintenance and Enhancement of Existing Capital Value based Property Tax System and its Integration with BI and other external systems mentioned in this RFP: <ul style="list-style-type: none"> ➤ Project Management methodology covering milestone timelines, envisaged risks and mitigation plan, migration plan, maintenance & support plan - 01 marks | Technical Proposal |
| B2 | | 04 | ➤ Methodology for migration of system database from Oracle to Open-Source Database - 04 marks | |
| B3 | | 04 | ➤ Methodology for migration of the complete system to new cloud environment anytime during contract period - 04 marks | |
| B4 | | 01 | ➤ Methodology for Call Logs resolution, submission of Root Cause Analysis and approach to reduce the Call Logs to bare minimum nos. during contract period - 01 marks | |

C. Quality of Human Resources – Total 35 marks

| # | Evaluation Criteria | Maximum Marks | Criteria | Supporting Documents |
|-----------|---|---------------|--|--|
| C1 | Minimum manpower of Sole bidder or the Constituent Members together | 15 | Minimum strength in the company (Sole or Constituent Members together) to offer IT Solution delivery and Operation and Maintenance services: <ul style="list-style-type: none"> ➤ Software Project Manager, Software Team Leader, Solution architect, Software developer, Certified BI developer, Database Administrator, PL/SQL Developer, Software Tester, Server Hardware Engineer, Network Administrator, Linux OS Administrator, Virtualization Administrator, Oracle / Open-source database expert, technical support staff ➤ Availability of all types of resources (Minimum 49 nos. for which CVs are to be submitted) - 15 marks, ➤ Missing of any type and no. of resources - 10 marks | Certificate from HR as per Annexure XIII |
| C2 | Quality of Software Project Manager, Software Team Leader, Certified BI developers, and other | 10 | Suitability of the proposed Software Project Manager with experience in required development technology and years of experience: <ul style="list-style-type: none"> ➤ Above 15 years - 04 marks, | |

| | | | | |
|-----------|---|----|---|--|
| | IT Manpower proposed to be deployed onsite by the Sole bidder or Constituent members together for Maintenance and Enhancement of the system | | <ul style="list-style-type: none"> ➤ 12 to <=15 years - 03 marks | |
| | | | Suitability of the proposed Software Team Leaders with experience in required development technology and years of experience: <ul style="list-style-type: none"> ➤ Above 10 years - 03 marks, ➤ 8 to <=10 years - 02 marks | |
| | | | Suitability of the proposed Certified BI developers in terms of relevant years of experience: <ul style="list-style-type: none"> ➤ Above 8 years - 03 marks, ➤ 5 to <=8 years - 02 marks | |
| C3 | | 10 | Average experience of key members mainly Database Administrator, Server Hardware Engineer, Network Administrator, Linux OS Administrator, Virtualization Administrator and Oracle / Open-Source Database expert: <ul style="list-style-type: none"> ➤ Average above 5 years - 10 marks, ➤ Average between 2 to 5 years - 06 marks | |

D. Financial Capability of the Bidder – Total 10 marks

| # | Evaluation Criteria | Maximum Marks | Criteria | Supporting Documents |
|-----------|---|---------------|---|-------------------------------|
| D1 | Financial Capability of the Sole bidder or bidder with constituents | 10 | Average Annual Turnover of Sole bidder or bidder with constituents from IT services for the last three financial years i.e., 2019-20, 2020-21, and 2021-22: ₹ >= 30 Crore and <= 50 Crore – 07 marks ₹ > 51 Crore and <=100 Crore – 8,5 marks ₹ > 101 Crore – 10 marks | Copy of audited Balance sheet |

E. Presentation – Total 5 marks

| # | Evaluation Criteria | Maximum Marks | Criteria | Supporting Documents |
|-----------|--|---------------|---|--|
| E1 | Technical Presentation to the Bid Evaluation Committee to present capability | 05 | <ul style="list-style-type: none"> ➤ Presentation of the bid with approach for Operation and Maintenance and incorporation of Enhancement in the existing property tax system, existing database migration to Open-Source Database, cloud migration, implementation of BI - 05 marks | Bid presentation to BEC as per the schedule provided by BMC. |

Evaluation shall be done based on the information provided in the technical proposal (& subsequent clarifications, if any) and Clarifications / Answers given to the BEC during the presentation by the bidders.

Note: BMC reserves the right to alter minimum value if enough bidders did not qualify.

4.19 Opening of Technical Bid

1. BMC shall open the technical bids in public, in the presence of bidder's designated representatives and anyone who chooses to attend, at the address, and at the date and time specified in Section 4.1.
2. Only bids that are opened and read out at the bid opening and whose EMD has been paid online through the online EMD application shall be considered further.
3. All the bids shall be opened one at a time, reading out the name of the bidder, the presence of an EMD, and any other details as BMC may consider appropriate.
4. BMC shall prepare a record of the bid opening that shall include, at a minimum: the name of the bidder and the presence or absence of EMD. The System Integrators' representatives who are present shall be requested to sign the attendance sheet.
5. Authorization letter in the name of the person attending bid opening meeting needs to be submitted on the letterhead of the bidder during bid opening in the format specified in the bid document.
6. Once the bids are opened, each bid will be checked for pre-qualification criteria.

4.20 Opening of Commercial Bid

1. The Commercial bids shall not be opened by BMC until the evaluations of the technical bids have been completed.
2. After the technical evaluation is completed and BMC has issued its no objection (if applicable), BMC shall notify those System Integrators whose proposals did not pass the technical evaluation or were considered as non-responsive to the Bid Document and scope of work, that their commercial proposals shall not be opened.
3. BMC shall simultaneously notify in writing to bidders who have technically qualified and the date, time, and location for opening the financial proposals. The opening date would allow bidders enough time to plan for attending the opening. Bidder' attendance at the opening of financial proposals is optional.
4. BMC shall prepare a record of bid opening that shall include, at a minimum: the name of the bidder and the bid Price, and any other details as BMC may consider appropriate. Bidder's representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all System Integrators.
5. Financial proposals shall be opened publicly in the presence of the technically qualified bidders' representatives who choose to attend. The name of the technically qualified bidders shall be read aloud.
6. Commercial bids from bidders who have failed to qualify in evaluation of the technical bid will not be opened.
7. Only bids that are opened and read out at the bid opening shall be considered further.
8. Authorization letter in the name of the person attending bid opening needs to be submitted on the letterhead of the Bidder during bid opening in the format specified in the bid document.
9. The Commercial Bids will be evaluated by BMC for completeness and accuracy.

10. Activities and items described in the technical proposal but not priced, shall be assumed to be included in the prices of other activities or items.

4.21 Selection Method

1. The technically qualified bidders shall further be selected using QCBS (Quality and Cost Based Selection) method with technical score contributing towards 70% weightage and Commercial Score contributing towards 30% weightage.
2. The overall commercial score will be determined on basis of values provided as per format given in **Annexure III**.
3. In case of more than one bidder having highest techno-commercial score, the contract will be awarded to the bidder who scores higher marks in technical evaluation.
4. The final selection of the bidder will be based on the score worked out using the formula given below:

$$TTCS = \{(TS/THS) \times 70\} + \{(CL/CB) \times 30\}$$

Where:

TTCS - > **T**otal **T**echno-**C**ommercial **S**core of the bidder

TS - > **T**echnical **S**core of the bidder

THS - > **H**ighest **T**echnical **S**core amongst all technically qualified System Integrators

CL - > **L**owest **T**otal **C**ommercial **B**id **P**rice quoted amongst all technically qualified System Integrators

CB - > **T**otal **C**ommercial **B**id **P**rice quoted by the bidder

5. The bidder with highest QCBS score will be awarded the contract.
6. In case of equal QCBS score (considering two decimal places) for more than one bidder, the contract shall be awarded to the bidder having higher technical qualification score compared with the other.

4.22 OEM / Implementation Partner Participation Criteria

1. In the case of proprietary product (COTS product), the bidders shall be required to submit a Manufacturer's Authorization Form from the OEM stating that the bidder in concern would be bidding for their products/solutions. The template for this form can be found in this document in section 7.4.
2. Firms / Entities with common Proprietor/Partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each other such as husband, wife, father/mother and minor son/daughter, and brother/sister and minor brother/sister, shall not tender separately under different names for the same contract.
3. If it is found that firms/entities have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firms/establishments/entities shall be forfeited. In addition, such firms/establishments/entities shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting or debarment.
4. If it is found that close relatives (as described above) have uploaded separate tenders/quotations under different names of firms/establishments/entities but with common address for such

establishments/firms/entities and/or if such establishments/firms/entities, though they have different addresses, are managed, or governed by the same person/persons jointly or severally, such tenders shall be liable for penal and legal action including blacklisting or debarment.

5. If after awarding the contract, it is found that the accepted tender violated any of the directions pertaining to participation as stated above, the contract shall be liable for cancellation / termination at any time during its validity in addition to penal action including blacklisting, suspension or debarment against the contractors as well as related firm/establishment/entity.

4.23 Right to Accept/Reject any or all Bids

Notwithstanding anything contained in this RFP, BMC reserves the right to accept or reject any application and to annul the bidding process and reject all applications / bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the authority rejects or annuls all the bids, it may, in its discretion, invite all eligible System Integrators to submit fresh bids hereunder.

BMC reserves the right to reject any application and/ or bid if:

- a) at any time, a misrepresentation is made or uncovered, or
- b) the applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.

In case it is found during the evaluation or at any time before signing of the agreement or after its execution and during the period of subsistence thereof including the concession thereby granted by BMC, that one or more of the pre-qualification conditions have not been met by the bidder, or the bidder has made any misrepresentation or has given any incorrect or false information, the bidder shall be disqualified forthwith if not yet appointed as the Successful bidder either by issue of the LOA (Letter of Approval) or entering into of the agreement, and if the bidder has already been issued the LOA or has entered into the concession agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by BMC to the bidder, without bidder being liable in any manner whatsoever to the bidder and without prejudice to any other right or remedy which BMC may have under this RFP, the bidding documents, the concession agreement or under applicable law. BMC reserves the right to verify all statements, information and documents submitted by the bidder in response to the RFP. Any such verification or lack of such verification by BMC shall not relieve bidder of its obligations or liabilities hereunder nor will it affect any rights of BMC there under.

The bid shall be rejected if the bidder-

- a) Stipulates the validity period less than 180 days.
- b) Stipulates own condition/conditions.
- c) Does not fill and (digital) sign undertaking forms, which are incorporated, in the document.

4.24 Clarification

Bidder requiring any clarification on the RFP may notify BMC in writing or through by e-mail. They should send in their queries before the date specified in this document. BMC shall endeavor to respond to the queries within the period specified therein. The responses will be uploaded on the BMC's portal or sent by e-mail. BMC will

forward all the queries and its responses thereto, to all purchasers of the RFP without identifying the source of queries.

BMC shall endeavor to respond to the questions raised or clarifications sought by the bidder. However, BMC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the BMC to respond to any question or to provide any clarification, but not later than the date provided in this document.

BMC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all System Integrators. All clarifications and interpretations issued by BMC shall be deemed to be part of the RFP. Verbal clarifications and information given by BMC, or its employees or representatives shall not in any way or manner be binding on the BMC.

4.25 Amendment of Bid Document

At any time prior to the deadline for submission of application, BMC may, for any reason, whether at its own initiative or in response to clarifications requested by any bidder, modify the RFP by the issuance of Addendum.

Any Addendum thus issued shall be sent in writing / e-mail to all those who have purchased the RFP.

In order to afford the bidder, a reasonable time for taking an Addendum into account, or for any other reason, BMC may, in its sole discretion, extend the application due date.

4.26 Letter of Award (LoA) Notification and Signing of Contract

1. Prior to the expiration of the period of bid validity, the bidder shall be notified in writing or by e-mail that their bid has been accepted.
2. At the time BMC notifies the successful bidder that its bid has been accepted, BMC will send the bidder the proforma for Contract, incorporating all clauses/agreements between the parties. The successful bidder shall sign with date of Contract and return it to BMC. Draft Format of the contract has been included in the bid document. Final Contract agreement will be provided after due verification from BMC's legal Department.
3. Penalty of ₹ 5000/- per day will be applicable in case of no submission of contract agreement within stipulated period.
4. Also, in case of long pending execution of contract agreement defined by BMC, Payment of 10% of total contract value shall be withheld and / or the contract may be terminated.

4.27 Performance Bank Guarantee

1. The bidder shall at his own expense, deposit with Brihanmumbai Municipal Corporation, within Thirty (30) working days of the notification of award of the contract; an unconditional and irrevocable Performance Bank Guarantee (PBG) from the list of approved banks (specified in this RFP document) as per the format given in this bid, payable on demand, for the due performance and fulfilment of the contract by the bidder. If the PBG is not submitted within the stipulated time, a penalty of ₹ 5000/- per day shall be levied on the selected bidder.

2. This Performance Bank Guarantee shall be for an amount equivalent to 10% of the total contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the selected bidder.
3. Details on validity of the Performance Bank Guarantee are specified under section 4.1 of this document. The Performance Bank Guarantee letter format can be found in this document.
4. The Performance Bank Guarantee may be discharged / returned by the Corporation upon being satisfied that there has been due performance of the obligations of the selected System Integrator under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
5. In the event of the selected bidder being unable to service the contract for whatever reason, BMC would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of BMC under the Contract in the matter, the proceeds of the PBG shall be payable to BMC in addition to compensation for any loss resulting from the selected System Integrator's failure to complete its obligations under the Contract. BMC shall notify the selected bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the selected System Integrator is in default.
6. The 30-days' notice period shall be considered as the 'Cure Period' to facilitate the selected System Integrator to cure the breach. The PBG shall be evoked only if the breach is solely attributable to the bidder and the bidder fails to rectify the breach within the 'Cure Period'.
7. BMC shall also be entitled to make recoveries from the System Integrator's bills, performance bank guarantee, or from any other amount due to the System Integrator, the equivalent value of any payment made to the System Integrator due to inadvertence, error, collusion, misconstruction, or misstatement.

4.28 Failure to agree with the Terms and Conditions of the Bid/Contract

Failure of the bidder to agree with the Terms and Conditions of the bid/contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder (i.e., with second highest QCBS score).

In such case, BMC shall invoke the PBG of the most responsive bidder.

4.29 Terms and Conditions of the Bid

Bidders are required to refer to the draft contract agreement, provided in this bid, for all the terms and conditions (including project timelines) to be adhered by the successful bidder during contract period. Note that one needs to read the contract agreement as a whole document, and the Annexures mentioned there-in.

4.30 Legal and Stationery Charges

As per BMC Circular No 26006 dated 22.07.2022, from 01.04.2022 onwards, the successful bidder shall have to bear the legal & Stationery charges at revised rates for preparing contract documents against each individual order as specified below:

| Contract Value | Legal Charges + Stationery Charges |
|---|------------------------------------|
| Up to ₹ 50,000 /- | Nil |
| From ₹ 50,001/- To ₹ 1,00,000/- | ₹ 6,290/- |
| From ₹ 1,00,001/- To ₹ 3,00,000/- | ₹ 10,380/- |
| From ₹ 3,00,001 /- To ₹ 5,00,000 /- | ₹ 12,470/- |
| From ₹ 5,00,001 /- To ₹ 10,00,000 /- | ₹ 14,510/- |
| From ₹10,00,001 /- To ₹ 20,00,000 /- | ₹ 16,570/- |
| From ₹20,00,00,01/- To 40,00,000/- | ₹ 18,660/- |
| From ₹ 40,00,001 /- To ₹ 1,00,00,000 /- | ₹ 20,720 /- |
| From ₹ 1,00,00,001 /- To 10,00,00,0000/- | ₹ 24,450 /- |
| From ₹ 10,00,00,001/- To 20,00,00,000/- | ₹ 28,220/- |
| From ₹ 20,00,00,001/- To 30,00,00,000/- | ₹ 31,980/- |
| From ₹ 30,00,00,001/- To 40,00,00,000/- | ₹ 35,740/- |
| From ₹ 40,00,00,001/- To 50,00,00,000/- | ₹ 39,470/- |
| From ₹ 50,00,00,001/- To 1,00,00,00,000/- | ₹ 47,000/- |
| From ₹ 1,00,00,00,001/- To 2,00,00,00,000/- | ₹ 58,270/- |
| From ₹ 2,00,00,00,001/- To 3,00,00,00,000/- | ₹ 65,770/- |
| From ₹ 3,00,00,00,001/- To 4,00,00,00,000/- | ₹ 75,120/- |
| From ₹ 4,00,00,00,001/- To 5,00,00,00,000/- | ₹ 84,510/- |
| From ₹ 5,00,00,00,001/- to any limit | ₹ 93,920/- |

In case of revision of the above mentioned legal and stationary charges, bidder shall pay revised legal and stationary charges.

The bidders are requested to note that stationary charges as given in the table above shall be recovered from the successful bidder for supply of requisite prescribed forms for preparing certificate bills in respect of the work.

4.31 Stamp Duty

1. The stamp duty payable for the contract shall be borne by the selected bidder IN WITNESS whereof the parties hereto have signed this on the day, month and year written as part of the agreement.
2. As per the provision made in Article 63, Schedule I of Bombay Stamp Act 1958, stamp duty is payable for “works contract” that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under:

| Contract Value | Stamp Duty |
|--|---|
| (a) Where the amount or value set forth in such contract does not exceed rupees ten lakhs. | Five Hundred rupees stamp duty |
| (b) Where it exceeds rupees ten lakhs maximum | Five hundred rupees plus 0.1% of the amount above rupees ten lakh subject to the maximum of rupees twenty-five lakh stamp duty. |

3. The successful bidder shall pay stamp duty on PBG as well as extended PBG (if any) @0.5% of the PBG amount as per BMC Circular no. Ch.E./BM/17800/II dated 07/01/2016
4. The successful bidder shall enter into a contract agreement with BMC within 30 days from the date of issue of Work Order and the same should be adjudicated for payment of Stamp Duty by the successful bidder.
5. Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai City and Mumbai Suburban District be recovered from the successful bidder and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favour of "Superintendent of Stamp, Mumbai" within 15 days from intimation thereof.
6. All legal charges and incidental expenses in this respect shall be borne and paid by the successful bidder.

4.32 Country of Origin and Purchase Preference

Bidders are required to submit a statement indicating Country of Origin (CoO) for all proposed equipment along with the technical bid. The same shall be verified with the certificate of CoO required to be submitted at the time of supply. In case where there is a discrepancy between the CoO of the supplied products and the CoO indicated during the bidding process, the said component shall stand to be rejected.

All prevalent Government of India rules and regulations regarding public procurement and the country of origin shall be applicable. It will be the responsibility of the bidders to ensure that all the quoted components are approved for procurement and installation by the appropriate authorities.

Any equipment manufactured in a country which currently has a land border dispute with India, or where conditions are such that supply chains and support during the project or product lifecycle are likely to be affected (to be solely determined by BMC), shall not be acceptable.

4.33 Grievances Redressal Committee (GRC)

1. If a Bidder is not satisfied with the decision of responsiveness/ non responsiveness in Packets 'A', 'B' or 'C', by the concerned HOD, he may appeal to D.M.C.(C.P.D.) by paying fee of Rs.25,000/-
2. D.M.C.(C.P.D.) will assign the work of co-ordination of various activities and administration work of G.C.R. to nominated Registrar.
3. The Committee for hearing grievances and passing orders will be constituted as follows:

- (a) The Committee will comprise of D.M.C./Director/Jt.M.C. of tender inviting department and D.M.C./Director/Jt.M.C. of the department for which tender is being invited.

For example, if tender is invited by C.P.D. dept., for K.E.M. Hospital then the Committee will be of DMC(CPD) and DMC(PH).

- (b) In case the tender inviting department and department for which tender is being invited are same then the concerned D.M.C./Director/Jt.M.C. of the same department and DMC (CPD) will be the members of the Committee.

For example, if tender is invited by Dean (K.E.M.) for K.E.M. Hospital then the Committee will be of DMC(PH) and DMC(CPD).

In tabular format

| Tender inviting Department | Work belonging Department |
|--|-------------------------------------|
| DMC (CPD) or DMC / Director / Jt. M.C. of concerned Department | Concerned DMC / Director / Jt. M.C. |

4. In case the work is pertaining to various departments then concerned DMC / Director / Jt. M.C. having major contribution of work will be one of the member of the Committee.
5. The Committee will hear the grievances of bidder within 30 days on receipt of bidder's application and will pass an order within 45 days.
6. If bidder is not satisfied with the decision of the above Committee, he may appeal to the concerned Addl. Municipal Commissioner of Tender inviting Department. The Addl. Municipal Commissioner will bear the case within 45 days from the date of receipt of application for second appeal from the bidder and will pass the order within 60 days.

5. Scope of Work

5.1 Project Objective

The BMC wishes to engage bidder hereafter referred to as "System Integrator" for a period of Five years for Operation and Maintenance and Enhancement of Existing Capital Value based Property Tax System of Assessment and Collection Department covering the scope mentioned in this document.

5.2 Summary of Scope

BMC intends to utilize the services of the bidder (hereafter alternately referred to as "System Integrator") for Operation and Maintenance and Enhancement of existing Capital Value based Property Tax System of Assessment and Collection Department.

The contract is envisaged for a period of 60 months. The project shall start from the date of issuance of Work Order and deliver following scope items:

| Sr. No. | Scope Items | Quantity | Unit of Measurement | Total Quantity |
|---------|--|-------------------|---------------------|-------------------|
| 1 | End to End Operation and Maintenance and Enhancement of Capital Value based Property Tax System and its Integrations through deployment of following resources onsite | | | |
| 1.1 | Software Project Manager | 01 | Month | 60 |
| 1.2 | Software Team leader | 02 | Month | 120 |
| 1.3 | Software Developer | 5.5 | Month | 330 |
| 1.4 | Software Tester | 01 | Month | 60 |
| 2 | Technical staff for application support | 10 | Month | 600 |
| 3 | <ul style="list-style-type: none"> ▪ Establishment open-source enterprise Database Management System and Migration of existing Database to the newly established open-source database. ▪ End-to-End Monitoring and Operation and Maintenance of supporting infrastructure of Capital Value based Property Tax System (Production, Test and Development environments) | LS | Month | 60 |
| 4 | Security audit (Safe to host) certification of integrated Capital Value based Property Tax System | 01 | Year | 05 |
| 5 | Supply of Business Intelligence (BI) COTS server software (Including development license) compatible with 32 Core VCPU as per specification | 01 | Nos. | 01 |
| 6 | Operation and maintenance of supplied Business Intelligence (BI) COTS server software (Including development license) for 4 years | 01 | Year | 05 |
| 7 | Development of BI tool-based solution and its integration with current Capital Value based Property Tax System and its operation and maintenance | 01 | 01 | 01 |
| 8 | Techno-functional Training to users on integrated BI based Solution | Requirement based | Nos. | Requirement based |

The detailed scope of each item is explained in below section.

5.3 Detailed Scope of Work

To simplify the overall process, the project is divided in two phases as explained below:

- Project Initiation phase
- Operation and Maintenance phase

5.3.1 Project Initiation Phase

Within the boundary of this phase, following activities shall be undertaken and completed by the selected System Integrator:

a) Project kick-off

Under this activity, the selected System Integrator shall perform following:

- i. Conduct project kick-off meeting with all the stakeholders

- ii. Introduce software project manager and team to be deployed on-site and act as single point of contact (SPOC) for the Project
- iii. Deliver kick-off presentation including risks with mitigation plan
- iv. Complete all the legal and administrative activities viz. contract signing, NDA signing, submission of PGB, payment of legal and stationary fees etc.

b) Handover-takeover

- i. Interact with stakeholders to collect in-depth project specific details
- ii. Document and submit the Inception report with details as under:

The selected System Integrator shall submit inception report that shall include the overall project plan and the plan for individual milestones along with detailed tasks. The acceptance of the inception report by the department is essential for the project. The report shall include micro level view of the tasks and detailed activities that they are going to be undertaken in consultation with the A&C department. The minimum list of planning related documentation that the selected System Integrator shall make at the onset is as follows:

- ✓ **Project Schedule:** A detailed monthly timeline indicating various activities to be performed along with associated resource and team
- ✓ **Manpower Deployment List:** List of all manpower that will be deployed as per contract along with the task assigned to each. Roles and Responsibilities of every category of manpower shall be mentioned.
- ✓ **Communication Plan:** Detailed communication plan indicating what form of communication will be utilized for what kinds of meeting along with recipients and frequency.
- ✓ **Progress Monitoring Plan:** Detailed Monthly Progress Report along with issue escalation. The format shall be approved by the department before start of the project.
- ✓ **Standard Operating Procedures:** Detailed procedure for monitoring the application performance parameters during the contract period.
- ✓ **Risk Mitigation Plan:** List of all possible risks and methods to mitigate them. Below shown format shall be used for this purpose:

| Sr. No. | Risk Scenario | Impact on Duration | Impact on Cost | Corrective Action | Responsibility Centre | Completion Date | Status |
|---------|---------------|--------------------|----------------|-------------------|-----------------------|-----------------|--------|
| 1. | | | | | | | |
| 2. | | | | | | | |

- ✓ **Escalation Matrix: A detailed list of key contact persons with contact details with escalation hierarchy for resolution of issues and problems.**
 - Document the Project Management Plan and get approval from BMC
 - Deliver the COTS BI server software
 - Migration of existing Oracle database to Open-Source database and its maintenance
 - Deploy the team onsite along with necessary IT infrastructure and network connectivity and get acceptance from BMC. Introduce the team managing the system supporting infrastructure

- Establishment of the development and test environment for the team working on both Capital Value System and BI based System
- Establishment of the team supporting Application call log and deploy at designated locations
- Initiate handholding with the existing System Integrator by taking the custody of the project documents, latest application source code, production and other applications, design document, database with ER diagram, load balancer, Jasper report server, Production, Test and DR environment infrastructure along with specifications, configurations and implemented policies, Integration details, payment gateway integration details, security audit certificates, data backup etc.
- Signoff the handover-takeover document along with existing System Integrator and submit it to BMC for acceptance. It should be ensured that no information should be left out during handover and takeover period. SLAs shall be applicable if taking over activity misses any data/information
- This activity must be completed withing 6 months from the date of receipt of Work/Purchase Order

5.3.2 Operation and Maintenance phase

Within the scope of this RFP, it is required to operate and maintain the existing Capital Value based property tax system and incorporate changes (enhancements, modifications and additional functionalities) as desired by BMC. The whole contract period is called as Operation and Maintenance phase of Five (5) years.

Operation and Maintenance shall have multiple components viz. for operation and maintenance of the existing Capital Value based property tax system and operation and maintenance of COTS and service products. It will also include the operation and maintenance of previous versions of the property tax systems being utilized by the department for reference.

A. Operation and Maintenance and Enhancement in existing Capital Value based property tax system

While incorporating enhancements, the selected System Integrator shall adopt the software development life cycle using industry standards best practices and adopting the security constraints for access and control rights to achieve the high level of stability and robustness required for the application. It shall also follow proper assessment, documentation, version control and other criteria to ensure long term continuity of the project.

Following overall activities shall be performed by selected System Integrator during operation and maintenance and incorporating enhancements in the existing Capital Value based property tax system:

- i) Bug Removal – Technical glitches/bugs/issues/errors/gaps in the enterprise application, Mobile App or any such solution implemented shall be fully taken care by the selected System Integrator including the integrity and security of the data and source codes/programs available or written.
- ii) Enhancements and implementation of additional functionalities / modules – Collect, the requirement from BMC officials, document the requirement as SRS, implement the changes in the application, test the changes as per test cases / scenarios including regression testing, submit the test report, initiate

- UAT and get acceptance. Deploy the change in production environment during the approved downtime. Every deployment shall be updated in the release management document.
- iii) System Security and Integrity Checks – The selected System Integrator shall be fully responsible to maintain the security and integrity of the system throughout the contract period.
 - iv) UI-UX Enhancements – The selected System Integrator should do all UI-UX level enhancements suggested by the stakeholders as per requirement.
 - v) Provide unlimited support through onsite team/ telephone/e-mail/remote session/ Video conferencing/WhatsApp as and when required.
 - vi) Any version upgrade of the software / tool / appliance to be done after taking prior approval of department and after submitting impact assessment of such upgrade.
 - vii) Any changes/upgrades to the software performed shall be subjected to comprehensive, regression and integrated testing to ensure that the changes implemented in the system meets the specified requirements and does not impact any other function of the system.
 - viii) Monitoring system performance, optimization based on observations and fine tuning.
 - ix) Maintenance and enhancements of Integrations of the Capital Value based Property Tax System with external systems as per the requirement of the department during the contract period. Through the existing integration, Capital Value based Property Tax System mostly share the Property Account no. i.e., SAC number and other property details as per requirement. This requirement shall be accomplished with the same onsite development team.
 - x) End-to-end management, maintenance, and enhancement of call log system.
 - xi) Updation of the progress on the call log resolution in the system on regular basis.
 - xii) In case of critical security patches/alerts to be implemented, inform about the same immediately along with the recommendations. The report shall contain recommendations on update/upgrade, benefits, impact analysis etc.
 - xiii) Maintenance of system software(s) for optimum performance and carryout regular health checks of the system including software, hardware, database, network etc. and provide regular (weekly and monthly) health check status reports to the department.
 - xiv) Carry out periodic backup of system database and restoration drills. The periodic backup should be incremental in nature. Moreover, the onsite and system support team shall suggest the best periodicity considering the data and user activities involved.
 - xv) Design, implementation, and maintenance of the system database using industry standard encryption algorithms.
 - xvi) Assist department and comply for necessary compliance mainly security audit, backup drills, restoration drills, documentation, presentation, and meetings etc. to adhere to BMC policies.
 - xvii) Carry Root Cause Analysis (RCA) of the issues, its closure, submit to department and maintain documents.
 - xviii) Deinstallation, reinstallation of involved software/application/database whenever required.
 - xix) Implementation of changes suggested by the department as per requirement during the contract period.
 - xx) Assist department to issue property tax bills as per predefined schedule annually
 - xxi) Support to Disaster Recovery Provider: The System Integrator shall support the Disaster Recovery (DR) provider team of cloud Service provider for the following activities:

- ✓ Helping in creating Business Continuity plan for enterprise solution for department
 - ✓ Manage Enterprise RDBMS in DC-DR environments
- xxii) Deployment of additional resource as per requirement approved by the department under Change Request

Activity wise detailed scope of work is explained below:

1. End to end Operation and maintenance of the existing Capital Value based Property Tax System and its integration with multiple external systems through deployment of resources onsite as mentioned below:

The minimum activities to be performed are explained as under:

- The selected System Integrator shall deploy the competent and experienced team onsite as per the defined qualification and experience and simultaneously make the system support team available. Both these teams shall fully manage the operation and maintenance and enhancement of the currently operational Capital Value based Property Tax System in all environments
- Operation and maintenance of the Capital Value based Property Tax System is deployed in production environment on cloud. The cloud services are provided by M/s ESDS through Information Technology department of BMC. It has different interfaces (web and mobile) facing citizens and for departmental staff
- Operation and maintenance of the Capital Value System deployed in Test environment. The Test environment is established in the datacenter at Worli owned by BMC
- Operation and maintenance of the RDBMS (19c) supporting all the Production, Test and Development environment databases until it is migrated to open-source Database
- Migration of the Oracle 19c based Capital Value System Database to open-source Database and its maintenance
- Operation and Maintenance of all the integrations with external systems viz. SAP, SMS, E-mail, Aqua system of Hydraulic Engineering department, iSarita application of IGR department Government of Maharashtra, Geographical Information System of BMC, Integration with the SAS system of A&C department, Payment gateways, SWM application, WhatsApp, Integration with GIS based Building User Identification (BUID) system, AutoDCR system of Development Planning department, etc. Details of integration requirement is explained below:
 - Operation and Maintenance of integrated services with SAP – All the property tax transactions are maintained in SAP centrally. SAP is integrated with Capital Value System and exchanges the data between them. Both these systems are integrated through custom developed APIs. This integration shall be maintained and enhanced as per requirement
 - Operation and Maintenance of integrated SMS service – SMS service is implemented to send SMSes to the taxpayers for different scenarios like during KYC compliance, validation of user by sending OTP while logging, Updation of property mutation, change in billing name and address etc. This integration shall be maintained and enhanced as per requirement.
 - Operation and Maintenance of integrated e-mail service – E-mail service is implemented to send e-mails to the taxpayers for different scenarios like during KYC compliance, validation of user by sending OTP while logging, Updation of property mutation, change in billing name and address etc. This integration shall be maintained and enhanced as per requirement.

- Operation and Maintenance of integration of Capital Value System with Aqua system of Hydraulic Engineering System. Like Capital Value System, Aqua is a water billing system and has same property address as that of Capital Value System. Capital Value System maintains unique ID of the property across BMC and is being shared with and used by Aqua system to integrate its unique ID. This integration shall be maintained and enhanced as per requirement
- Operation and Maintenance of integration of Capital Value System with iSarita application of IGR department – Through this integration, Capital value system receives property sale-purchase information from iSarita application of IGR and sends property tax outstanding information to iSarita application. This integration shall be maintained and enhanced as per requirement
- Operation and Maintenance of integrated Geographical Information System of BMC – GIS based system is implemented in BMC. It has all the properties mapped as polygon and these polygons are assigned unique ID of Capital Value System called as SAC no. As and when user requests detailed property information for the selected property, through integration, Capital Value System sends property details to the GIS system which displays it as per user requirement. Capital Value System also maintains unique GIS based property ID. This integration shall be maintained and enhanced as per requirement
- Operation and Maintenance of integration with the SAS system implemented by A&C department – SAS is a statistical analysis system implemented by A&C department to analyze property tax data using its inbuilt capabilities. Capital Value System is integrated with SAS and shares complete database with it. On daily basis, incremental data is shared with SAS for analysis. This integration shall be maintained as per requirement
- Operation and Maintenance of Integration of Capital Value System with payment gateways – A&C Department has made provisions in the citizen facing application for online payment of property tax by integrating multiple payment gateways viz. Citi Bank, SBI ePay, Bank of Baroda, Bank of India, Bank of Maharashtra, and others. These integrations with multiple payment gateways with the Capital Value based Property Tax System needs to be maintained and enhanced as per requirement during the contract period.
- Operation and Maintenance of integration with SWM application – The Capital Value System is integrated with application of Solid Waste Management (SWM) department of BMC. Through integration, Capital Value System gets information about those properties who has implemented policies defined by BMC and are eligible for tax rebate. Based on the information received from application of SWM department, Capital Value System generate property tax bill with offered benefit. This integration shall be maintained and enhanced as per requirement
- Maintenance and Enhancement of Integration with WhatsApp - To offer value added services to the property taxpayers, department has initiated offering services through WhatsApp. Currently, tax payment bills, tax payment receipts, eKYC, payment confirmations are shared through WhatsApp to the taxpayers. This integration shall be maintained and enhanced to take it to next level of service delivery as per requirement
- Maintenance and Enhancement of Integration with AutoDCR system of Development Planning department – Capital Value System and AutoDCR system are integrated to exchange data between them. Capital Value System shares information regarding outstanding property tax to the AutoDCR system as against the request and receives new building proposal information from AutoDCR

system and updates the records. This integration shall be maintained and enhanced as per requirement

- Maintenance and Enhancement of Integration with GIS based Building User Identification (BUID) system – In BUID application, properties are mapped as GIS polygons and most of the polygons are linked with the unique Property ID maintained in Capital Value System. Through integration, BUID application displays allowed property details to the user based on request. This integration shall be maintained and enhanced as per requirement
- Enhancements and implementation of additional requirements in the existing Capital Value based Property Tax System on all platforms as suggested by the department during the contract period
- Performance monitoring of the system and implementation of the suggested and approved enhancements to optimize the performance
- Monitoring of the production systems and submission of findings to department for necessary action to be undertaken by department and the System Integrator
- Operation and Maintenance of the Call Logging system which is a system established to log the incidents or calls related to the Capital Value System by the departmental users of A&C department
- Migration of all production, test and development environments to the cloud environment made available by BMC during contract period as and when required

During the contract period, following resources shall be deployed on-site to address the above-mentioned requirement associated with the Capital Value based Property tax System:

| Sr. No. | Scope Items | Quantity | Unit of Measurement | Total Quantity |
|--|--------------------------|----------|---------------------|----------------|
| Operation and maintenance, enhancements, and integrations of Capital Value based Property Tax System through deployment of following resources onsite: | | | | |
| 1 | Software Project Manager | 01 | Month | 60 |
| 2 | Software Team leader | 02 | Month | 120 |
| 3 | Software Developer | 5.5 | Month | 330 |
| 4 | Software Tester | 01 | Month | 60 |

As per roles, minimum responsibilities of the above-mentioned resources are explained below:

i) Responsibilities of Software Project Manager

Software Project Manager shall be full time deployed onsite during the contract period and following are some of the responsibilities to be performed:

- ✓ Act as single point of contact for communication and coordination with BMC
- ✓ Completely manage the team onsite including work allocation, attendance
- ✓ Coordinate and manage the team supporting system
- ✓ Establish, monitor, and review all project deliverables

- ✓ Plan and manage the project team's activities from contract initiation to completion
- ✓ Carry out development, compilation, and deployment of the system in test and production environments
- ✓ Integration development with BI and its Management
- ✓ UI/UX development
- ✓ Evaluate risks and recommend contingency plans
- ✓ Manage quality assurance and ensure compliance with policies and procedures defined by BMC
- ✓ Meet and communicate project milestones to BMC on timely basis
- ✓ Establish appropriate metrics for measuring key project criteria
- ✓ Maintain awareness on emerging technologies and qualitatively apply the same to the project
- ✓ Onsite contact for all escalations
- ✓ Responsible for all project reviews and submission of minutes of the meeting
- ✓ Provide summary reports to the stakeholders
- ✓ Review, perform, document the Root Cause Analysis, and deliver the same
- ✓ Create and maintain Training Plans, Policy, and procedures
- ✓ Contributes towards planning and documentation related to this project
- ✓ Must possess knowledge and awareness about the latest IT offerings, tools, and techniques
- ✓ Assess the training needs of the BMC employees for both CVS and integrated BI based solution
- ✓ Evaluates training effectiveness
- ✓ Problem management, continuous system improvement, version control and version validation, risk management, etc.
- ✓ Conduct IT security audit, comply with the IT audit recommendations and submit the certificate to BMC
- ✓ Coordinate with stakeholders
- ✓ Implement best methodologies to make the system lightweight and ensure to make it available efficiently on web and mobile platforms
- ✓ Maintenance of currently operational old Capital Value based and Ratable value-based Property Tax Systems
- ✓ Coordinate with OEMs of BI software for end-to-end Operation and Maintenance of it during AMC period.
- ✓ Coordinate with Information Technology department of BMC Operation and Maintenance of existing Oracle 19c database during relevant period of the contract.

ii) Responsibilities of Software Development Team leader

Software development Team Leader shall be full-time deployed onsite during the contract period and following are some of the responsibilities to be performed:

- ✓ Act as single point of contact (in absence of software project manager) for communication and coordination with BMC
- ✓ Manage the team onsite
- ✓ Establish, monitor, and review all project deliverables
- ✓ Plan and manage the project team's activities from contract initiation to completion
- ✓ Carry out development, compilation, and deployment of the system in test and production environments

- ✓ Integration development with external systems and its maintenance
- ✓ Integration development with BI
- ✓ UI/UX development
- ✓ Evaluate risks and recommend contingency plans
- ✓ Manage quality assurance and ensure compliance with policies and procedures defined by BMC
- ✓ Meet and communicate project milestones to BMC on timely basis
- ✓ Establish appropriate metrics for measuring key project criteria
- ✓ Maintain awareness on emerging technologies and qualitatively apply the same to the project
- ✓ Onsite contact for all escalations
- ✓ Responsible for all project reviews and submission of minutes of the meeting
- ✓ Provide summary reports to the stakeholders
- ✓ Perform Root Cause Analysis and delivery of the same
- ✓ Create and maintain Training Plans, Policy, and procedures
- ✓ Contributes towards planning and documentation related to this project
- ✓ Must possess knowledge and awareness about the latest IT offerings, tools, and techniques
- ✓ Assess the training needs of the BMC employees
- ✓ Evaluates training effectiveness
- ✓ Help BMC employees maintain and improve their job skills, and prepare them for jobs requiring greater skill
- ✓ Problem management, continuous system improvement, version control and version validation, risk management, etc.
- ✓ Conduct IT security audit, comply with the IT audit recommendations and submit the certificate to BMC
- ✓ Coordinate with stakeholders
- ✓ Implement best methodologies to make the system lightweight and ensure to make it available efficiently on web and mobile platforms
- ✓ Maintenance of currently operational old Capital Value based and Ratable value-based Property Tax Systems

iii) Responsibilities of Software Developer(s) including BI Developer(s)

Software Developers shall be full-time deployed onsite during the contract period and following are some of the responsibilities to be performed:

- ✓ Provide onsite technical support for the Enterprise Capital Value based Property Tax System for both web and mobile interfaces
- ✓ Provide reports, run analysis, etc. from the Enterprise Capital Value based Property Tax System as per the requirements of the user
- ✓ Be reachable anytime and provide help through online virtual conference, phone call or in person to BMC users for usage of Enterprise Capital Value based Property Tax System
- ✓ During downtime of the application, analyze the issue immediately, offer resolution for the same and inform all the stakeholders
- ✓ Implement and monitor the security aspects of the enterprise system

- ✓ Proactively monitor and note the vulnerabilities in the system and report it to all stakeholders with resolution
- ✓ Debug the solution and offer quick resolution to the user within stipulated time to the satisfaction of the user
- ✓ Actively participate in all the meetings convened by BMC
- ✓ With expert development knowledge, resolve the queries and offer support to users related to both web and mobile applications
- ✓ In the form of document, maintain complete trail of the requirement along with resolutions
- ✓ Perform qualitative root cause analysis of the system issues and share with all stakeholders
- ✓ Own the complete responsibility of the enterprise software system and ensure stability
- ✓ Maintain and support application according to changing business requirements
- ✓ Make presentations and demos as per requirement of the user
- ✓ Design, code and integrate application with database management systems
- ✓ Unit Test applications and perform bug fixes
- ✓ Develop system problem reports and offer recommendations
- ✓ Coordinate with stakeholders
- ✓ Create user information solutions by developing, implementing, and maintaining software components and interfaces
- ✓ Define site objective by analyzing user requirements, envisioning system features and functionalities
- ✓ Design and develop user interfaces to internet/intranet applications by setting expectations and features priorities throughout development life cycle, determining design methodologies and tool sets, completing programming using languages and software products, designing, and conducting unit tests
- ✓ Integration development with external systems and its maintenance
- ✓ Recommend system solutions by comparing advantages and disadvantages of custom development and alternatives
- ✓ Complete application development as per requirements shared by department, schedules, and activities, contributing to team meetings, troubleshooting development and production problems across multiple environments and operating platforms
- ✓ Support users by developing documentation and assistance tools
- ✓ Maintenance of currently operational old Capital Value based and Rented value-based Property Tax Systems
- ✓ Impart training to the users
- ✓ In addition to above, responsibilities of Business Intelligence software developer are as:
 - The developer should be OEM certified developer for BI through authorized agency or trained for the proposed BI tool
 - Should connect data sources to import data from viz. Oracle, SQL Server, SharePoint, Enterprise Business Datawarehouse and Data Lake technologies
 - Should create data model schema for combing the data from different sources including direct query or import connections

- Should create drills through for navigating from one visual to other visual or one page to other page
- Should create workspaces and applications and implement row level security by restricting the users for the data access using BI software
- Should implement incremental refresh capability for faster data refresh
- Should work on BI gateways to provide quick and secure data transfer between on premises data source and BI service report
- Should create subscription for sending the notification to users about status of schedule refresh
- Should implement schedule refresh to get the latest data through import
- Should create reports using time intelligence calculations and functions
- Provided technical assistance and training to users
- Should design, develop, test, and deploy the scripts and perform detailed analytics
- Should build data model, dashboard & reports using various charts, slicer etc.
- Should always work towards performance improvement of the BI based system
- Should work for creating variety of visualizations and filters while designing reports

iv) Responsibilities of Software Tester

Software Tester shall be full-time deployed onsite during the contract period and following are some of the responsibilities to be performed:

- ✓ Coordinate with stakeholders (primarily BMC officials) and make the necessary resources available to execute testing activities
- ✓ Read the requirement document and understand what needs to be tested and how to be tested
- ✓ Fully responsible for test planning
- ✓ Define the test activities
- ✓ Design and document test cases, test scenarios, prioritize testing activities and perform testing accordingly. Communicate the defects with development team and the Software Project Manager
- ✓ Execute all the test cases and report defects, define severity and priority for each defect
- ✓ Carry out regression testing every time when changes are made to the code to fix defects and additional functionalities
- ✓ Ensure testing is going hand in hand during enhancement and development of additional software modules/functionalities
- ✓ Prepare the test and status report of testing activities and submit to all stakeholders on regular basis
- ✓ Be reachable during office hours and beyond as per requirement of the project in exceptional cases and assist through online virtual conference, phone call or in person to BMC officers for system related requirement and tasks
- ✓ Update project manager regularly about the progress of testing activities
- ✓ Maintenance of release versions of the system
- ✓ Plan, and execute migration activity
- ✓ Plan and integrate software the external systems
- ✓ Implement the Business Intelligence software with the Enterprise Capital Value based Property Tax System

The selected System Integrator shall set-up the operation and maintenance support and development setup at

the workspace provided by BMC and perform activities as mentioned below:

a. Detailed Requirement gathering and documentation

The selected System Integrator shall document all the enhancements and additional requirements in the form of Functional Requirement Specification (FRS) and the solution available as per identified gaps for customization, configuration and development. As per requirement, onsite team shall visit stakeholders including A&C departmental users and its representatives, Accounts dept. Users, IT and other departments as per requirement to conduct a comprehensive requirement analysis of the system, infrastructure and training needs.

Based on the approval of FRS, document the System/Software Requirement Specification (SRS) in the standard format and submit to department for approval.

b. System Design

The selected System Integrator shall:

- ✓ Prepare and submit the complete updated documents of the application including solution architecture, hardware deployment architecture and network architecture as per requirement.
- ✓ Ensure all possible and required improvements are incorporated in the solution architecture, as applicable and ensure that the architecture would not restrict any scalability or enhancements in future.
- ✓ Be entirely responsible for the architecture of the system implemented to satisfy all features, functions, security etc. as described in this document including system sizing.
- ✓ Submit detailed technical manual.

c. Documentation and Versioning

The selected System Integrator shall ensure that complete documentation of the project is provided with comprehensive user manuals and adhere to standard methodologies in software development as per CMMI standard models. Following minimum documents shall be drafted, updated on regular basis as per requirement and maintained centrally:

- ✓ System/Software Requirement Specifications (SRS), Solution Design Document (SDD), Entity Relationship Diagram
- ✓ Traceability Matrix document
- ✓ Communication Plan listing all stakeholders in the project, defining their roles and responsibilities
- ✓ All Architecture documents, Design documents, testing and deployment manuals, version release document, non-functional requirements, etc.
- ✓ Quality Assurance Plan stating the planned actions to ensure satisfactory delivery conforming to functional and technical requirements of the project
- ✓ Test Plan containing information on the software test environment to be used for independent testing, the test cases to be performed, and the overall testing schedule. This includes schedule, resources, tools, procedures, environment definition, test cases, and software test results.
- ✓ Operations Manual providing instructions for using application, call log application, troubleshooting, interpreting message logs, and FAQs (Frequently Asked Questions)

- ✓ User Manual (online and downloadable content) providing detailed instructions in the form of a narrative on how to use the software
- ✓ A data dictionary listing out all the data elements shall be prepared
- ✓ Minutes of Meeting, Agenda, Proceedings and tracking of decisions during the contract period.
- ✓ All the documents including, but not limited to the above shall be submitted to BMC for sign-off

d. IT and Communication Infrastructure

The selected System Integrator shall have to do appropriate sizing as per system requirement during contract period and submit the report to BMC. After receipt of access of approved and required system provided by BMC, undertake installation & implementation, testing, certification (submission of report) and maintenance of software licenses (if any) and IT infrastructure required for the project's optimal performance.

e. Testing

The selected System Integrator shall undertake the following activities for testing the system to be carried out by the onsite tester:

- ✓ Outline the methodology that will be used for testing the system.
- ✓ Define the various levels or types of testing that will be performed for system.
- ✓ Provide necessary checklist/documentation that will be required for testing the system.
- ✓ Describe any techniques, test cases/ scenarios / scripts that will be used for testing the system.
- ✓ Describe how the testing methodology will conform to requirements of each of the functionalities in the form of Test Cases and Scenarios.
- ✓ Inform/demonstrate to the department that all applications installed in the system have been tested.
- ✓ The System Integrator shall provide a workflow for sign-off on test deliverables that will be mutually agreed through communication.

The user or concerned authority of the department may issue appropriate acceptance / certificate to the System Integrator after successful testing of the modules / functionality of the application.

The System Integrator shall conduct various types of testing complying with standard Software Testing Life Cycle (STLC) on the new build/package before releasing it for UAT or deployment in the production environment. The testing levels shall include Unit Testing, Integration Testing, System Testing and Acceptance Testing. In addition, the System Integrator shall carry out Security testing, Performance testing, Usability testing and Concurrency testing.

In view of the above, different types of testing followed generally as a part of typical Software Development Life Cycle have been mentioned below to understand the software testing requirements for this project to be performed by the onsite tester:

- ✓ Unit testing - Testing of individual software components or modules. Typically done by the developer and not by testers, as it requires detailed knowledge of the internal program design and code.

- ✓ Integration testing - Integration testing shall be amongst the modules to verify the functionality of data sharing within the application. This shall include integration testing with external applications to verify the combined functionality after integration.
- ✓ Regression testing – After implementing a bug fix or new requirement, the system shall be tested again by the System Integrator to check whether any new bug has been introduced or not. Here the application shall be tested as a whole after each update or change in the software. The cost of any automation tools to be used in this testing shall be borne by the System Integrator.
- ✓ Acceptance testing - This type of testing is done to verify whether system meets the customer specified requirements. The department will conduct this testing based on the documents submitted by System Integrator to determine whether to accept application. This testing shall be initiated after thorough internal testing by the System Integrator and submission of test reports to the department. System Integrator shall share the schedule of this testing well in advance to the department.
- ✓ Usability testing – This is for the user-friendliness check. In this, following areas shall be tested: application flow, for a new user understand the application easily, proper help documented whenever a user is stuck at any point, minimum keyboard entry and maximum use of drop-down/auto-prompt feature, etc. Basically, system navigation shall be checked in this testing.
- ✓ Security testing – This test shall be conducted to check if the system can be penetrated by any hacker. The selected System Integrator shall conduct security testing to check how well the system protects against unauthorized internal or external access and to check if system database is safe from external attacks.
- ✓ Performance testing – This term often used interchangeably with ‘stress’ and ‘load’ testing to check whether system meets performance requirements under different levels of loads and to check the maximum load at which the system performance degrades. For this testing, selected System Integrator is expected to use different performance and load tools available without any additional cost to BMC.
- ✓ Concurrency testing - Concurrency testing is also known as multi-user testing, performed to identify the defects in an application when multiple users log into the application at a given point in time. It helps in identifying and measuring the problems in system parameters such as response time, output, locks/dead locks or any other issues associated with concurrency. The System Integrator shall carry out proper testing as required to meet the performance criteria.
- ✓ User Acceptance Testing (UAT)

The department shall form different user groups for the purpose of UAT. These user groups (designated staff(s) or representatives) shall test the application and the results of all the above-mentioned tests reports submitted by the System Integrator shall be considered to ascertain the functionality of the application as per requirement. Once the defined acceptance criteria are completely met, System Integrator shall take a formal sign off from the group for acceptance of each requirement / functionality / module. Based on the sign off and user feedback, department shall issue UAT certification to the System Integrator for that requirement / functionality / module. The System Integrator shall submit documents of Test Strategy, Test Plan and Test Metrics to the department.

The Test Strategy document (prepared once for the project) shall include:

- Objectives of testing and the activities that will serve to meet these objectives
- Contents of the tests (which characteristics are to be tested and which are not)
- Defining priority levels and severity levels
- Associated documents (such as the project plan, overall quality assurance strategy, and related other project documents) being referenced
- Resource staffing and allocation (hardware/software/personnel) for testing
- Test stages and cycles
- Selection of suitable testing methods
- Test management (defect reporting and defect management)
- Release environments and test tools used for testing

Execution during UAT:

After submission of relevant documents by System Integrator, department shall conduct User Acceptance Testing on-site through its designated staff or representatives. The System Integrator shall arrange the application module through test environment accessible of designated staff or representatives as per the testing cycles of the milestone items. This process will be applicable and followed for each acceptance testing activity.

The Test Plan document (prepared for every change/enhancement/patch) shall include:

- Scope of testing within the context of the project
- Test systems and objects to be tested with priority levels
- Impact analysis in the system landscape – This shall include the identification of risks, either positive or negative, analyze the risk, the probability of the risk occurrence and its impact and the plan to control or mitigate the risk
- Criteria for interrupting and terminating testing, as well as acceptance criteria for each test stage i.e., Entry / Exit Criteria
- Testing roles and responsibilities
 - ✓ Release Management

The selected System Integrator shall provide a detailed deployment plan, including but not limited to, application version control, and load all application materials, assignment of user rights and security, and verification of correct functionality. It is also expected that selected System Integrator shall present a deployment plan to BMC for their approval from the beginning of the test period during the contract period.

- ✓ Operational Acceptance Testing
- The enterprise property tax system and its migration to another cloud and migration of system database to latest permissible version of Oracle database considering available version if any or open-source database shall be considered as commissioned after submission of Operational Acceptance test report which shall be conducted on the installed infrastructure. Operational Acceptance test report shall only be provided after UAT has been performed and signed-off by Assessment and Collection department of BMC through its nodal officer and the system is

operation in production environment. To initiate this testing, the selected System Integrator shall submit the detailed reports on migration of each component of the system including database elements.

- Operational acceptance tests shall be performed by Assessment and Collection department, however selected System Integrator shall have to facilitate operational acceptance testing of migration activity of the complete system, to ascertain whether the system (all detailed components) conforms to the migration requirements.
- After completion of Operational Acceptance by Assessment and Collection department, the selected System Integrator shall submit the report to the Nodal officer of Assessment and Collection department requesting for issuance of an Operational Acceptance signoff. Within 15 days after receipt of selected System Integrator's report, Assessment and Collection department's Nodal officer shall:
 - Issue an Operational Acceptance signoff OR
 - Notify the selected System Integrator in writing of any deficiencies or other reason for the failure of the Operational Acceptance Tests
- Once deficiencies have been addressed, the selected System Integrator shall notify Assessment and Collection department with all supporting documents to carry out retesting of the System or Subsystem. After successful conclusion of the Operational Acceptance Tests, the selected System Integrator shall request Assessment and Collection department for issuance of Operational Acceptance signoff. BMC shall then issue the Operational Acceptance signoff, or shall notify the selected System Integrator of further deficiencies, or other reasons for failure of the Operational Acceptance Test. The procedure set out in this clause shall be repeated, as necessary, until an Operational Acceptance signoff is complete.
- If the selected System Integrator fails to achieve Operational Acceptance within the specified time, then BMC may impose penalty as per SLA clauses to the System Integrator.
- If within fifteen (15) days after the receipt of the System Integrator's report, Nodal officer of Assessment and Collection department fails to issue the Operational Acceptance signoff or fails to inform the justifiable reasons for not issuing the Operational Acceptance signoff to the selected System Integrator in writing, the activity shall be deemed to have been accepted as of the date of the System Integrator's said report.

The selected System Integrator shall ensure that the test documentation including test procedures (test cases and scenarios), test data and test results are shared with the department for approval before the start of testing. The System Integrator shall also submit Requirement Traceability Matrix (mapping of test cases to requirements) and test plan for approval before initiating testing. The System Integrator shall use an open-source defect tracking tool and submit a defect workflow that shall be followed for all defects logged into that system.

Errors / bugs detected during testing shall be logged, classified, reviewed, and resolved prior to release of the software. Software error data that is collected and analyzed during customization / development life cycle may be used to determine the suitability of the software module / product for release and installation. Test reports shall comply with the requirements of the corresponding test plans.

The Acceptance Tests shall demonstrate that the selected System Integrator has met each requirement

specified in the FRS and SRS documents and proposes to deliver operational module / system.

f. Environment Management

Selected System Integrator shall be responsible for maintaining various environments as per the best SDLC practices in the industry.

Development Environment: Fully responsible for managing and maintaining the Development environment of Capital Value based Property Tax System onsite at BMC. This environment shall be used to cater maintenance requests, enhancements, additional requirements for development.

Quality / Test Environment: Fully responsible for managing and maintaining Test environment of Capital Value based Property Tax System onsite at BMC. This environment shall be used to cater all types of testing of enhanced application before deployment into production environment.

Production Environment: Fully responsible for managing and maintaining Production environment of Capital Value based Property Tax System deployed in cloud. This environment shall be maintained as per best industry standard practices ensuring desired access control and security procedures being followed or as suggested by the department.

g. User Level Training

The selected System Integrator shall provide training to the application users BI based system and CVS to efficiently use the systems as per requirement during the contract period.

After each training, training completion certificate duly signed by the trainees, trainers, SPOC/HOD of department shall be maintained by the selected System Integrator as submit it as per requirement.

Minimum two (2) cycles of trainings shall be imparted by the concerned experts involved in project to the system users within BMC's office premises. Space and supporting infrastructure for training shall be provided by BMC and System Integrator shall prepare complete training material in English and Marathi to successfully impart the training to users.

The training shall be imparted to users in batches (batch size to be decided mutually) as per schedule as agreed by both the department and selected System Integrator.

Audio Visual Training system and Online Help

- To assist the users in operating / navigating through the applications and processes, module wise/ section wise training material, Audio-Visual clips shall be created with narration in Marathi language for required modules / sub-modules / sections of the concerned application which can be played at any given point of time through the browser accessible through the application.
- Also, information in the form of a downloadable PDF format shall be provided to the user who may refer / download it for their own personal reference as and when needed.
- It is required that the downloadable training content shall have proper indexing and internal references, mapped with key words, in order to allow any user to search and reach the desired content with the help of those key words.
- Any user shall be able to search and read the directions / information for only the part required

by him/her rather than looking through the entire PDF document and manually searching for the right content.

h. Compliance with SLAs

The selected System Integrator shall ensure full compliance with SLAs as mentioned in this RFP and any upgrades/major changes to the system shall be accordingly planned to ensure the SLA requirements are met at no additional cost to the department.

i. Change Control Process

In the event of any proposed change to the agreement, scope of work and SLAs, the selected System Integrator shall follow the procedure as described below. The change shall include, but may not be limited to, changes in the scope of services as mentioned under various categories from time to time. The selected System Integrator shall follow a change management system for monitoring change requests implementation, and production support services as mentioned below:

- ✓ **Change Control Notice (CCN)** - Change Request can be raised by department who shall be responsible for obtaining approval for the change and shall complete the CCN initiation part of the form. The selected System Integrator and department shall consider the change in the context of requirement of additional resource of services having the following parameters, namely whether the change is beyond the scope of services and is suggested and applicable only after the testing, and implementation. The payment for the change shall be calculated based on man-month rate quoted by the selected System Integrator in its accepted commercial bid and estimated man-month efforts to be submitted prior to taking up the change of control event and accepted by department. Any other requirement shall be estimated as per market rate or Government published rate if not stated in the contract.

- ✓ **Change Control Note (Sample)** - The selected System Integrator shall assess the CCN, complete it and provide minimum details as:
 - Description of the change
 - List of deliverables required for implementing the change
 - Timetable for implementation in calendar days
 - Estimate of any proposed change
 - Relevant acceptance criteria
 - Assessment of the value of the proposed change
 - Material evidence to prove that the proposed change is not already covered within the Agreement and the scope of work

Prior to submission of the completed CCN to the department, the selected System Integrator shall undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, it shall consider the materiality of the proposed change in the context of the SLA and the Project Implementation affected by the change and the total effect that may arise from implementation of the change. The selected System Integrator shall be obliged to implement any

proposed changes once approval in accordance with above provisions has been given, with effect from the date agreed for implementation and within an agreed timeframe. The selected System Integrator shall not be obligated to work on a change until the parties agree in writing upon its scope, price and/or schedule impact.

- ✓ **Change process during regular operation and maintenance** - All planned or emergency changes to any component of the system shall be through the approved Change Management process. For any change, the selected System Integrator shall ensure:
 - Detailed impact analysis
 - Change plan with roll back plans
 - Appropriate communication on change required has taken place i.e., proper approvals have been received/obtained
 - Schedules have been adjusted to minimize impact on the production environment and other component of the project
 - All associated documentations are updated post stabilization of the change
 - Version control maintained for software changes
 - The System Integrator through its onsite resources shall define the Software Change Management and Version control process. For any changes to the solution, the System Integrator must prepare detailed documentation including proposed changes, impact to the system in terms of functional outcomes/additional features added to the last released version

2. Application support to Call Log System through onsite deployment of technical staff

Department has implemented complaint management i.e., a Call Log management system accessible through intranet to the departmental users. It is an open source, web-based issues tracking tool (Redmine). It maintains complete lifecycle of the call logged by the user related to the property tax system. It is customized to suit the departmental requirement including user management and their hierarchy. Additional functionalities shall be developed and implemented in this system as per requirement during the contract period.

Department shall provide necessary access to the call system through VPN to the onsite technical staff. The selected System Integrator shall perform activities through deployment of technical staff onsite as mentioned below:

| Sr. No. | Scope Items | Quantity | Unit of Measurement | Total Quantity |
|---|---------------------------|----------|---------------------|----------------|
| Call Log System of Capital Value based Property Tax System through deployment of following resources onsite as per requirement: | | | | |
| 1 | Application Support staff | 10 | Month | 600 |

The call logging application should be ensured to function in 16 x 7 x 365 days mode.

The responsibilities of the onsite application support staff are mentioned below:

- ✓ Provide onsite technical support for the Enterprise Capital Value based Property Tax System
- ✓ Report to onsite Software Project Manager / Software Team Leader
- ✓ On call, visit the onsite location to assist the user to resolve all types of technical issues

- ✓ Impart training to the onsite user regarding the call logging system
- ✓ Study the call log issue in detail
- ✓ Communicate with the call log owner user to get further clarity on the call log and document it
- ✓ Connect with the development team and explain the issue
- ✓ Connect with other stakeholders viz. account department as per requirement
- ✓ Get the call log resolved within time to the satisfaction of the call log owner
- ✓ Track each issue / complaint / Grievance to resolution
- ✓ Escalate the issues to BMC authorities, if necessary, as per requirement
- ✓ Assist departmental staff to close the call log after resolution
- ✓ In coordination with the development team, share the root cause analysis with department for all call logs those are related to development
- ✓ Share weekly status report on call logs with all the stakeholders
- ✓ Monitor call logs throughout its lifecycle
- ✓ Coordinate with stakeholders
- ✓ Interact with concerned call log user assist to fill correct information in case of shortcoming
- ✓ Be reachable during office hours and beyond as per requirement of the project in exceptional cases and provide help through online virtual conference, phone call or in person to BMC users related to the call log and associated call log system
- ✓ Actively participate in all the meetings convened by BMC
- ✓ Resolve the queries and offer support to users related to the application
- ✓ In the form of document, maintain complete trail of the requirement along with resolutions
- ✓ Update job knowledge by researching new internet/intranet technologies and software products, participating in educational opportunities, reading professional, publications, maintaining personal networks, participating in professional organizations
- ✓ Support application users onsite as well as from central location
- ✓ Draft report on various issues, difficulties faced by end users in the field and submit to the stakeholders
- ✓ Act as local point of contact for customer and end user management communication and escalation of issues
- ✓ Based on user interaction, suggest enhancements in usability of the application

3. End-to-End Monitoring and Operation and Maintenance of supporting infrastructure of Capital Value based Property Tax System (Production, Test and Development environments)

Operation and Maintenance of system supporting infrastructure is very critical for overall service delivery to the citizens and departmental users. The existing system supporting infrastructure is as mentioned below:

- ✓ Deployment – Third party Cloud and Own Data Center
- ✓ Server type: Virtual machines
- ✓ Operating System – RHEL 8.4 and Windows 2019
- ✓ RDBMS – Oracle 19c
- ✓ Jasper server
- ✓ Load balancer
- ✓ Network

There are three types of environments established to cater different stages of project lifecycle as explained below along with the activities to be performed:

Development Environment – Currently the development environment is established and managed completely by the concerned System Integrator in its premises. Ownership of technology stack, database, network connectivity and all security aspects are fully with the System Integrator.

Within the scope of this RFP, the selected System Integrator shall:

- ✓ Offer services through onsite offshore model
- ✓ After taking over the knowledge, establish and maintain this environment on the server environment provided by BMC in either own datacenter or public cloud environment
- ✓ Install complete technology stack on individual software developer's laptop that shall be connected through VPN to the development servers
- ✓ The laptops having optimum specifications required for software development shall be provided to its onsite staff by the selected System Integrator
- ✓ Database (Open-source) license shall be installed and maintained by the selected System Integrator along with secured access of his database to the concerned team
- ✓ This environment shall be fully maintained and supported by the system supporting team as per requirement. This team shall perform following minimum activities to support development environment:
 - Monitoring of the development environment
 - Installation, configuration of all the technology stack components as per requirement
 - De-installation, Re-installation, configuration, and monitoring of Database
 - Migration of the system database to open-source database as per requirement. Data migration may involve Extract, Transform, and Load (ETL) procedures to move data from the one system / version to another system / version or it may involve integration links to make the data transparently available to the user through the system. It is required to provide professional services and expertise to transform the extracted data and validate transformed data against configured tables in the target application and load the data into the new database. This shall be documented and approved by the department.
 - Update the database with the same version as that of production
 - Migration of this environment from one cloud to another or in datacenter as and when required
 - Establish and securely maintain source code repository system (open source) wherein the software developers shall store and retrieve source codes on day-to-day basis
 - Coordinate with stakeholders and fully manage the project specific network connectivity and security policies implemented by BMC
 - Update the database design as per development changes
 - Maintain the Virtual machines supporting this environment in coordination with the system owners
 - Update / upgrade the OS patches as per requirement

Test or quality Environment – This is an intermediate environment that connect with development environment and production environment. BMC has established this environment in its own datacenter at

Worli as a plain physical 3 tier architecture and includes web application server, database server and reporting – Jasper server. This is the exact replica of the production environment without RAC. Supporting infrastructure is provided by BMC and maintained by existing System Integrator.

Within the scope of this RFP, the selected System Integrator shall:

- ✓ Offer services through onsite offshore model
- ✓ Through transfer of knowledge, takeover full custody of the existing Test environment from the existing System Integrator
- ✓ Monitor and maintain this environment in as-is condition
- ✓ Based on performance requirements, suggest BMC for scaling up/down of the infrastructure
- ✓ Install complete technology stack on Test servers to support hosting and testing of the application
- ✓ Database software to be installed in Test environment and maintained by the selected System Integrator
- ✓ This environment shall be fully maintained and supported by the system supporting team in coordination with onsite team as per requirement. This team shall perform following minimum activities to support Test environment:
 - Monitoring of the Test environment
 - Installation, configuration of all the technology stack components as per requirement
 - Install, de-install the Capital Value based Property Tax System as and when needed and especially during UAT of the enhanced functionality and additional functionalities
 - Support BMC to carry out User Acceptance Testing only from this environment
 - De-installation, Re-installation, configuration, and monitoring of Database
 - Update the database with the latest patches as released by the OEM/Community
 - Migration of all the system(s) database(s) from Oracle database to the selected open-source database as per requirement
 - Update the database with the same version as that of production database
 - Migration of this environment from one cloud to another or in datacenter as and when required
 - Coordinate with stakeholders and fully manage the network connectivity and security policies implemented by BMC
 - Update the database design as per development changes and data as per production environment on regular basis
 - Maintain the Virtual machines supporting this environment in coordination with the system owners
 - Update / upgrade the OS as per requirement

Production Environment-I – This is the most critical environment that support departmental users and citizen users. Currently, BMC has established this environment on public cloud with physical 3 tier architecture and includes web application server, database server (Oracle 19c) with RAC (3 nodes), reporting – Jasper server and load balancer. Complete production supporting infrastructure is provided by BMC and maintained by existing System Integrator.

Within the scope of this RFP, the selected System Integrator shall:

- ✓ Offer services through onsite offshore model

- ✓ Through transfer of knowledge, takeover full custody of the existing Production (LIVE) environment from the existing System Integrator
- ✓ Monitor and maintain this environment in as-is condition
- ✓ Based on performance requirements, suggest BMC for scaling up/down of the infrastructure
- ✓ Install complete technology stack on Production servers to support hosting and Production of the application
- ✓ Database license with RAC nodes to be installed in Production environment that shall be provided by BMC to be installed and maintained by the selected System Integrator until it is available in Oracle database environment. Also, this database needs to be migrated to the open-source database as per the scope
- ✓ This environment shall be fully maintained and supported by the system supporting team in coordination with onsite team as per requirement. This team shall perform following minimum activities to support Production environment:
 - Monitoring of the Production environment
 - Installation, configuration of all the technology stack components as per requirement
 - Install, de-install the Capital Value based Property Tax System as and when needed and especially deployment after UAT of the enhanced and additional functionalities
 - De-installation, Re-installation, configuration, and monitoring of Database and its performance. If it is observed that the performance of the database has degraded during peak time, review, and fine tune the database, implement indexing and other measures to optimize the performance
 - Update the database with the latest patches as released by the OEM or Community
 - Migration of the system database to open-source database as per requirement
 - Migration of this environment from one cloud to another or in datacenter as and when required
 - Coordinate with stakeholders and fully manage the network connectivity and security policies implemented by BMC
 - Update the database design as per development changes and data as per production environment on regular basis
 - Implement the suitable backup and restoration mechanisms
 - Implement Disaster Recovery and perform disaster recovery drills as suggested by BMC. Minimum, it should be carried out once a year
 - Maintain the Virtual machines supporting this environment in coordination with the system owners
 - Update / upgrade the OS as per requirement
 - Operation and Maintenance support to Jasper report server
 - Operation and Maintenance of Load Balancer
 - Perform sanitary checks with minimum downtime
 - In coordination with the cloud service provider, submit the system performance reports to department on regular basis (Weekly and monthly)
 - In coordination with BMC, monitor the network connectivity and get the network specific issues resolved or suggest remedies to department
 - Participate in all meetings related systems requirement

- Hardware sizing/resizing recommendations as per requirement
- Coordination with the concerned vendor team as suggested by department for production specific issues
- Carry out root cause analysis of the issues related to systems, submit report to department and implement preventive measures

Production Environment-II

In addition to the maintenance of latest version of Capital Value based Property Tax System, there is previous version of the Capital Value based Property Tax System which is in operation. As per requirement, this system is being accessed by the user to refer the previous data since April 2010 to March 2018.

Within the scope of this RFP, the selected System Integrator shall house keep this system during the contract period. Following are the minimum activities to be performed during operation and maintenance of this system:

- ✓ Through transfer of knowledge, takeover full custody of the existing Production (LIVE) environment from the department / existing System Integrator
- ✓ Monitor and maintain this environment in as-is condition
- ✓ Migrate this data to the current version of Capital Value based property tax System and submit report for 100% migration
- ✓ Install complete technology stack on Production servers to support hosting and Production of the application
- ✓ This environment shall be fully maintained and supported by the system supporting team in coordination with onsite team as per requirement. This team shall perform following minimum activities to support Production environment:
 - Monitoring of the production environment
 - Installation, configuration of all the technology stack components as per requirement
 - Install, de-install the Capital Value based Property Tax System (this version only) as and when needed
 - De-installation, Re-installation, configuration, and monitoring of Database to keep the application up and running
 - Clearance of temporary system logs, rebooting of servers etc.
 - Migration of this environment from one cloud to another or in datacenter as and when required
 - Coordinate with stakeholders and fully manage the network connectivity and security policies implemented by BMC
 - Implement the suitable backup and restoration mechanisms
 - Maintain the Virtual machines supporting this environment in coordination with the system owners
 - Perform sanitary checks with minimum downtime
 - Hardware sizing/resizing recommendations as per requirement
 - Coordination with the concerned vendor team as suggested by department for production specific issues
 - Carry out root cause analysis of the issues related to systems, submit report to department and implement preventive measures

Production Environment-III

Assessment and Collection department also refers Ratable Value based Property Tax System as per requirement developed using the contemporary technologies (Java and Oracle 10g) in the year 2010. Within the scope of this RFP, the selected System Integrator shall house keep this system during the contract period. Following are the minimum activities to be performed during operation and maintenance of this system:

- ✓ Through transfer of knowledge, takeover full custody of the existing Production (LIVE) environment from department
- ✓ Monitor and maintain this environment in as-is condition
- ✓ Install complete technology stack on Production servers to support hosting and Production of the application
- ✓ This environment shall be fully maintained and supported by the system supporting team in coordination with onsite team as per requirement. This team shall perform following minimum activities to support Production environment:
 - Monitoring of the production environment
 - Installation, configuration of all the technology stack components as per requirement
 - Install, de-install the Capital Value based Property Tax System (this version only) as and when needed
 - De-installation, Re-installation, configuration, and monitoring of Database to keep the application up and running
 - Implement the suitable backup and restoration mechanisms
 - Maintain the Virtual machines supporting this environment in coordination with BMC
 - Perform sanitary checks with minimum downtime
 - Coordination with the concerned BMC team for production specific issues including deletion of system logs, rebooting of servers and restoration of application to make it operational

4. Security audit (Safe to host) certification of Capital Value based Property Tax System

System security is paramount to BMC. The selected System Integrator shall conduct security checks / vulnerability tests/ penetration tests on all the applications being enhanced, additionally developed, and maintained. Without delay, implement the security measures recommended in the audit reports.

This security audit / safe to host certification shall be carried out and should be certified by CERT-IN empaneled agency. The selected System Integrator shall submit the certificate issued by CERT-IN empaneled agency at least yearly once or after incorporation of major changes in Live version of the system during the contract period. This is applicable to the main System as well as newly established integrated BI based system.

After getting the safe-to-host certificate from CERT-IN empaneled agency, the selected System Integrator shall release the enterprise property tax system for production.

5. Supply of Business Intelligence (BI) COTS server software (Including development license) compatible with 32 Core VCPU including Operation and Maintenance for five (5) years and development of BI tool-based solution integrated with current Capital Value based property

tax system

Brihanmumbai Municipal Corporation (BMC) envisages to implement an integrated Business Analytics in the Capital Value based Property Tax System. It shall offer user friendly dashboards using the system database with minimal development. The objectives of this implementation are:

- ✓ To formulate and implement advanced analytics for the department using existing database
- ✓ Provide data driven decision support
- ✓ Assist to streamline existing procedures
- ✓ Offer facility to integrate multiple departmental system data that may be used to increase the revenue for BMC
- ✓ Add advance analytical capabilities including predictive and prescriptive analytics, detection of patterns, anomalies, hidden trends, etc.
- ✓ Build data driven effective collection strategies for policy formulation in the department
- ✓ It should offer user friendly integration tools and APIs for integration in the server environment
- ✓ It should offer unlimited user management capability to the web users
- ✓ Specialized trainings
- ✓ It should offer unlimited capability for custom development and testing
- ✓ It should comply with the minimum specifications mentioned under Annexure X and submit compliance to it

6. Operation and Maintenance of supplied BI COTS server software

Within the scope of this RFP, BMC desires operation and maintenance for the business intelligence server COTS software supplied by the selected System Integrator for the contract period.

During the operation and maintenance period, the selected System Integrator shall be fully responsible to support the supplied BI server software and perform following minimum activities:

- ✓ Supply and install latest updates and upgrades released by the OEM
- ✓ These updates and upgrades shall be implemented immediately after release of the stable version by the OEM
- ✓ Deinstallation, reinstallation of the software as per requirement
- ✓ Installation of the latest security patches released by the OEM
- ✓ Installation of the latest upgrades released by the OEM
- ✓ Offer all technical support related to the software
- ✓ Seamless operation of the software throughout the contract duration
- ✓ Specialized trainings

7. Establishment of Open-source enterprise Database for Property Tax System and Integrated Business Intelligence based solution and migration of existing Oracle 19c based database to the newly established Open-source enterprise Database

Currently, the Capital Value based Property Tax System data is hosted on Oracle 19c Database server. It is envisaged to use latest open-source enterprise database and migrate the existing database to this new platform.

Within the scope of this RFP, the bidder has to propose the most suitable open-source database that has similar capabilities and can support the existing system deployment architecture.

The schedule for this migration shall be mutually discussed and finalized with the selected System Integrator. This shall be executed parallelly during implementation of BI tool and take over period.

The selected System Integrator shall achieve the objective of migration ensuring following:

- ✓ The migration must be executed using the best available tools and techniques
- ✓ It should retain complete original schema, objects, tables, views, stored procedures, packages, triggers, scripts, and applications
- ✓ There should be zero loss of data elements, linked/stored files
- ✓ Every element of the existing database must be migrated to the newly established database platform
- ✓ Submit the comprehensive report on the migration process along with:
 - number of tables, views, procedures, functions, triggers, packages etc. and get approval from the department.
 - Database details viz. BLOBs, Outer joins, Reference Cursors, Exceptions, Temp Tables etc. and Application details viz. Java / JDBC, outer joins, SQL functions, result sets etc.
 - Table based rows, columns, and size
- ✓ In case of complex data migration, prof-of-concept migration should be performed

5.4 Deliverables

Within the scope of this RFP, successful bidder shall deploy onsite resources during the contract period as mentioned below:

| Sr. No. | Scope Items | Quantity | Unit of Measurement | Total Quantity | Deliverables |
|---------|--|----------|---------------------|----------------|---|
| 1 | End to End Operation and Maintenance and Enhancement of Capital Value based Property Tax System and its Integrations through deployment of following resources onsite: | | | | End to end IT services including design and its documents, development, integrations, and its documents, testing and its documents, communication, delivery of source code, call log management, root cause analysis and its documents, trainings, support to application and associated activities and all necessary and associated deliverables. Deliverables also includes the development and |
| 1.1 | Software Project Manager | 01 | Month | 60 | |
| 1.2 | Software Team leader | 02 | Month | 120 | |
| 1.3 | Software Developer | 5.5 | Month | 330 | |
| 1.4 | Software Tester | 01 | Month | 60 | |
| 2 | Technical staff for application support | 10 | Month | 600 | |

| | | | | | |
|---|--|----|-------|----|---|
| | | | | | maintenance of the BI tool-based solution. |
| 3 | <ul style="list-style-type: none"> Establishment open-source enterprise Database Management System and Migration of existing Database to the newly established open-source database. End-to-End Monitoring and Operation and Maintenance of supporting infrastructure of Capital Value based Property Tax System (Production, Test and Development environments) | LS | Month | 60 | <p>End to end support for system supporting infrastructure as per scope and database support services and its documents, root cause analysis and its documents. In addition to regular deliverables mentioned above, following services should be prominently delivered:</p> <ol style="list-style-type: none"> 1. Migration of existing system database from Oracle 19c to Open-source database or equivalent. The selected System Integrator should suggest the Database 2. Migration of complete systems from one cloud to another as per requirement during the contract period |
| 4 | Security audit (Safe to host) certification of Capital Value based Property Tax System | 01 | Year | 05 | Safe to host certificate-minimum annually one |
| 5 | Supply of Business Intelligence (BI) COTS server software (Including development license) compatible with 32 Core CPU as per specification and its maintenance for 5 years | 01 | Nos. | 01 | COTS BI software, its license, documents, operation, and maintenance for 5 years |
| 6 | Techno-functional Training to users on integrated BI based Solution | LS | LS | LS | As per requirement of the users. |

5.5 Design requirement of the solution during enhancement

The existing enterprise property tax system is developed based on “Service Oriented Architecture”. While incorporating enhancements and external integration, the selected System Integrator shall comply and ensure that the design is scalable and robust to address the future needs. While designing the scalable solution, departmental estimated users and web users shall be considered. Department shall share approx. no. of users with the selected System Integrator.

Bidders are required to study the existing system in detail and propose the highly performing scalable solution earliest at the start of the contract.

5.6 Project Timelines

BMC envisages to avail the services for a period of 60 months from the date of issue of Purchase/Work Order.

Following are the major project activities and corresponding timelines which are to be adhered for delivery:

T=Date of issuance of Purchase / Work order to the selected System Integrator:

| Sr. No. | Task | Activity description | Completion Timeline (Months) |
|---------|--|--|------------------------------|
| 1. | Award of Contract | Issue of Purchase/Work Order to selected System Integrator by BMC | T (Considered as '0' month) |
| 2. | Resources mobilization | As per requirement, mobilization of all types of resources for onsite deployment for 5 years | T+1 |
| 3. | Contract Signing | Signing of Contract by selected system Integrator and submission to BMC. | T+1.5 |
| 4. | Submission of Inception Report | Drafting and submission of Inception Report | T+2 |
| 5. | Supply of Business Intelligence (BI) COTS server software (Including development license) compatible with 32 Core CPU as per specification and its maintenance for 5 years | Supply of Business Intelligent server software including development license (COTS software), its installation, configuration, and initiation of support | T+2 |
| 6. | Hand holding and takeover of the complete System | <ul style="list-style-type: none"> ✓ Seek complete project/system knowledge from existing System Integrator, ✓ Takeover of complete source code of the latest version of Capital Value based Property Tax System deployed in production environment along with documents from existing System Integrator, ✓ Takeover of complete database as a backup available in production environment, ✓ Take the control of complete production, test and DR environments including OS, VM Servers with corresponding IPs & Ports, Security policies, Load Balancer, Jasper Server, DB server, Network, etc. ✓ Draft the document with detailed components of the system and signoff this detailed Handover-Takeover document along with the existing System Integrator in presence of BMC officials | T+6 |
| 7. | Migration of the existing system database to Open-source enterprise Database | Migration of the existing system database from Oracle 19c to Open-source enterprise Database in all production, test, and development environments | T+12 |
| 8. | Development of BI tool-based solution integrated with current Capital Value based Property Tax System | Development, Testing and Go-Live of BI Tool based Solution integrated with existing CV System | T+12 |
| 9. | Operation and Maintenance of Existing | <ul style="list-style-type: none"> ✓ End to end operation and maintenance of the Capital Value based Property Tax | T+60 |

| | | | |
|-----|---|---|--|
| | Capital Value based Property Tax System and implementation of enhancements / changes suggested by department And Operation and Maintenance of BI tool-based solution. | System <ul style="list-style-type: none"> ✓ Enhancements in the systems as suggested by department ✓ Implementation of additional requirements as suggested by department ✓ Implementation of all the existing functionalities in SAS based BI to the new BI and its maintenance ✓ Implementation of additional functionalities in the new BI based solution as suggested by the users and its maintenance ✓ End to end operation and maintenance of the implemented Open-source database | |
| 10. | End to End Operation and Maintenance of systems supporting Production, Test, Development & DR environments of Capital Value based Property Tax System integrated with BI and previous systems | ✓ End to End Operation and Maintenance of systems supporting Production, Test, Development & DR environments of Capital Value based Property Tax System and previous systems mentioned in the scope | T+60 |
| 11. | Migration of complete systems from existing cloud to new cloud | During contract period, as per centralized IT policy of BMC, it may require migrating the complete system from existing cloud the one suggested by BMC. Delivery of this activity may be considered minimum once during the contract period. | As per requirement |
| 12. | End to end operation and maintenance of the implemented Open-source database | End to end operation and maintenance of the implemented Open-source database along with backup, restoration, and DR drills | T12 to 60 |
| 13. | Security Audit Certification of the Capital Value System from CERT-IN empanelled agency | Security Audit Certification of the Capital Value System from CERT-IN empanelled agency every year during contract period | T+6, T+18, T+30, T+42 & T+54 (Tentatively) |
| 14. | Trainings | Impart user level techno-functional trainings on Integrated BI solution and enhanced property tax system | As per requirement during contract period |

5.7 Compliance with Industry Standards

The selected System Integrator should enhance and integrate all the systems following the best industry standards while designing and developing the solutions.

Language Support: The application to be enhanced or newly developed during the contract duration should support English language as the current production version of the property tax system is developed using English language only.

Access and Interface: Always the enhancements in the application is expected to be user-friendly, intuitive and equipped with help / support facilities.

Browser Compatibility: All the applications are expected to support latest versions of all popular browsers

primarily Internet Explorer, Google Chrome, Mozilla Firefox, Netscape etc. always. It shall also be multi-channel, compatible to web as well as mobile devices. The application shall work on various platforms, and resolution. Below mentioned components need to be taken care of while selecting the technology components in the respective applications:

a. Platform Flexibility

- i. Web-centric and compliance with Service Oriented Architecture (SOA) and Web-services
- ii. Open Standards and Interoperability shall be considered
- iii. Extensible Mark-up Language (XML) based standard shall be used wherever applicable

b. Interoperability

- i. Usage of standard Application Programming Interface (API)
- ii. Service-oriented architecture (SOA) based
- iii. Support for multiple industry standard databases with Oracle Database Connectivity (ODBC), Java Database Connectivity (JDBC), Unicode compliance, etc.

c. Adherence to various standards

The selected SI shall ensure that the application being enhanced and newly developed during the contract period should comply with IT standards and guidelines published by the department of Electronics and Information Technology, Government of India (www.meity.gov.in) and other applicable standards as listed in the table as well as the Meta Data and Data Standards (MDDS). The website shall be validated for HTML, Cascading Style Sheet (CSS), Broken Links, accessibility and mobile friendliness.

5.8 Application Hosting

Currently, the enterprise capital value-based property tax system is hosted on third party cloud in production environment and Test/UAT environment is hosted in Worli datacenter of BMC. Access to both the environments shall be provided to the selected System Integrator. After taking over of the systems in both the environments, the selected SI shall manage and keep it operational during the contract period.

During the contract period, it may require to migrate the systems from one cloud to another or from BMC’s data center to cloud or vice-versa, the selected System Integrator shall completely execute this migration activity complying with the schedule shared, test it and get the successful migration accepted from BMC.

The migration shall be accomplished using the available tools and technologies using expert manpower mentioned in this RFP for such activity.

5.9 Resources with minimum qualification and experience requirement during contract period

The selected System Integrator shall deploy following resources on-site during the contract period to perform activities of operation and maintenance of all the systems, implementation of enhancements in the parent and integrated systems, implementation of BI based solution embedded in the parent capital value-based property tax system:

| Sr. No. | Type of resources to be deployed on-site during contract period | Units | Duration (Months) |
|---------|---|-------|-------------------|
| 1 | Software Project Manager | 01 | 60 |

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| | | | |
|---|---|-----|----|
| 2 | Software Team Leaders | 02 | 60 |
| 3 | Software Developers (Including BI developers) | 5.5 | 60 |
| 4 | Software Tester | 01 | 60 |
| 5 | Technical staff for application support | 10 | 60 |

Minimum required qualification and experience of the above resources is mentioned below:

| Sr. No. | Role | Minimum Qualification | Experience |
|---------|--------------------------|--|--|
| 1. | Software Project Manager | <ul style="list-style-type: none"> ✓ B. Tech / B. E. or MCA ✓ M.B.A. or equivalent (preferable) ✓ PMP/Prince2 or equivalent | <ul style="list-style-type: none"> ✓ Minimum 12 Years of experience in IT ✓ 5+ years of experience as IT Project Manager ✓ Project lifecycle documentation and communication ✓ 2+ years of experience in Financial / Property Taxation domain ✓ Experience of managing projects with team size of 20 and more members, ✓ Handling Customer engagements, ✓ Technical Knowledge in Software development and delivery ✓ Project experience in any Web technologies, mobile technologies, enterprise web-based software ✓ Project experience in project planning, estimations, architecture, design, development ✓ Self-driven and reachable to stakeholders ✓ Good communication skills ✓ Experience of Quality Management System (QMS) and SDLC Processes ✓ Experience in J2EE technology and integration with BI ✓ Experience in solution architecture and solution design and development ✓ Experience in documentation and review of FRS, SRS, Architecture, Design, Test Plan, Test cases, Deployment, Release etc. |
| 2. | Software Team Leader | <ul style="list-style-type: none"> ✓ B. Tech / B. E or MCA | <ul style="list-style-type: none"> ✓ Minimum 8 Years of experience in software development in technologies including Angular2, jQuery, HTML, CSS and Oracle RDBMS ✓ Minimum 2+ years of Experience as Team Leader handling minimum 5 members ✓ Project lifecycle documentation ✓ Experience of managing projects with team size of 10 and more members, ✓ Handling customer engagements, ✓ Technical knowledge in Software development, ✓ Strong project experience in Web technologies, mobile technologies, enterprise web software specifically using Java technologies ✓ Project experience in project planning, estimations, architecture, design, development ✓ Self-driven, reaching out to stakeholders ✓ Good communication skills ✓ Experience of QMS and complete SDLC Processes ✓ Team handling and customer handling |

| | | | |
|----|-----------------------|----------------------------|--|
| | | | <ul style="list-style-type: none"> ✓ Experience in supplied enterprise BI software ✓ Experience in J2EE technology and integration with BI ✓ Experience in solution architecture and solution design ✓ Experience in documentation and review of FRS, SRS, Architecture, Design, Test Plan, Test cases, Deployment, Release etc. ✓ Knowledge of Testing lifecycle methodologies |
| 3. | Software developer | ✓ B. Tech / B. E in or MCA | <ul style="list-style-type: none"> ✓ Minimum 5 Years of IT experience in software development in technologies including technologies as Angular2, jQuery, HTML, CSS, and Oracle RDBMS ✓ Project lifecycle documentation viz. FRS, SRS, Architecture design, UAT, Deployment etc. ✓ Project experience in Web technologies, mobile technologies, enterprise web application, software solutions design and architecture, ✓ Knowledge of Coding Standards, Test methods and understanding of QMS and SDLC |
| 4. | BI Software developer | ✓ B. Tech / B. E in or MCA | <ul style="list-style-type: none"> ✓ Minimum 5 Years of experience in software development in technologies including Angular2, jQuery, HTML, CSS, and Oracle RDBMS ✓ Project lifecycle documentation ✓ The developer should be certified developer on the supplied BI platform. Certification shall be from certified agency ✓ Should have strong experience to import data from various sources such as SQL Server, Oracle, SharePoint, Enterprise Business Datawarehouse, and Data Lake technologies ✓ Should have created App with required reports and dashboards and shared the App to different users and security groups ✓ Should have experience to import data from various sources such as Oracle database, SQL Server, and others ✓ Should have Created application with required reports and dashboards and shared it to different users and security groups ✓ Must have knowledge of Connecting data sources, importing data, and transforming data for deriving Business intelligence ✓ Should have created data model schema for combing the data from different sources including direct query or import connections ✓ Should have created drill through for navigating from one visual to other visual or one page to other page ✓ Should have implemented Row level security (RLS) by restricting the users for the data access ✓ Should have implemented Incremental Refresh for faster data refresh ✓ Experience in Implementation of scheduled refresh to get the latest data through import ✓ Experience in creation of reports using time intelligence calculations and functions ✓ Experience in development as per technical specifications and development standards for assigned projects/applications ✓ Experience in designing, development, testing, |

| | | | |
|----|---|---|---|
| | | | <p>and deployment of scripts and perform detailed analytics</p> <ul style="list-style-type: none"> ✓ Should be able to train user and technical teams on the functionalities ✓ Should have hands on experience in building Data Model, Dashboard & Reports using various Charts ✓ Should have experience in creation of variety of visualizations and filters in BI reports ✓ Should have experience in drafting professional documents for requirements, design, development, and testing |
| 5. | Software tester | ✓ B. Tech / B. E in CS/IT/EE or MCA | <ul style="list-style-type: none"> ✓ Minimum 5 Years of experience in IT for manual / automation software testing ✓ Any professional testing certification ✓ Experience of quality assurance practice and execution methodology in projects Experience in manual and well as automated testing tools for projects in web and mobile technologies ✓ Software testing lifecycle documentation including design and drafting test methodology and ability to develop and execute test plans, test cases, reports, scripts etc. and writing Quality plans and procedures ✓ Collaboration with developers and Software Project Manager to improve overall solution quality by emphasizing defect prevention throughout the development process enabling them with Unit Testing tools and framework. ✓ Participation in all release planning and relevant internal testing meetings to ensure critical SDLC/Agile deliverables, testing deliverables and project risks are proactively managed and communicated to key stakeholders. ✓ Expertise in recommendation and evaluation of new tools to improve productivity, efficiency, and Quality. |
| 6. | Technical staff for application support | ✓ Minimum Graduate or Diploma in any discipline | <ul style="list-style-type: none"> ✓ 1+ Years of experience in technical support to enterprise IT system including complaint management, complaint analysis, report generation and communication |

Note:

1. The System Integrator must have the required resources continuously working in the associated IT based taxation or finance domain on company's roll.
2. The onsite deployed staff shall be responsible for deliverables according to roles and responsibilities of type of resources, problem management, continuous system improvement, version control and version validation, risk management, etc.
3. The System Integrator shall deploy required onsite resources as per schedule after handover of the work order.
4. During the contract, if it becomes imperative to replace any of the deployed personnel, the System

Integrator shall seek due approval from the department, provide as a replacement, a person of equivalent or better qualifications and experience than the resource being replaced / or proposed in the bid. Failure to replace personnel with the required qualifications shall result in a penalty as per the SLA defined in the contract.

5.10 Work Timings

The selected System Integrator shall ensure onsite support and services for minimum Eight (8) hours [BMC working hours] on all BMC's working days for development, monitoring, operation and maintenance of systems, backup and restoration, security monitoring, reporting services etc. or up to resolution of the problem.

In addition to regular working hours, the selected System Integrator should ensure support onsite or over telephone / virtual meeting anytime as and when needed after working hrs. or on holidays.

The deployed onsite employees must comply with all the guidelines issue by the department time-to-time.

5.11 Support to Call Log Management System

BMC has implemented a call log management system accessible through intranet to the departmental users. It is an open source, web-based issues tracking tool (Redmine). It maintains complete lifecycle of the complaints or calls logged by the user related to the property tax system. It is customized to suite the departmental requirement including user management and their hierarchy.

The call logging application should be ensured to function for 365 days.

The onsite tech-support support team shall undertake the following activities:

- a. On call, visit the onsite location to assist the user to resolve all types of technical issues
- b. Impart training to the onsite user regarding the call logging system
- c. Study the call log issue in detail
- d. Connect with the call log owner user to get further clarity on the call log and document it
- e. Connect with the development team and explain the issue
- f. Connect with other stakeholders viz. account department as per requirement
- g. Get the call log resolved within time to the satisfaction of the call log owner
- h. Track each issue / complaint / Grievance to resolution
- i. Escalate the issues to BMC authorities if necessary as per requirement
- j. Assist departmental staff to close the call log after resolution
- k. Share the root cause analysis with department for all call logs those are related to development
- l. Share weekly status report on call logs with all the stakeholders

The selected System Integrator shall set-up the operation and maintenance support setup at the workspace provided by BMC using its own IT infrastructure. The setup shall mainly include the desktop/laptops and connectivity to the onsite staff. Department shall provide access to the onsite support staff.

5.12 Source Code Rights

The rights of the source code of the complete property tax bespoke application, BI based application and other custom developed applications shall lie with BMC. In case any subsystem is newly developed during the

contract, the rights of the source code shall also be with BMC. The selected SI shall share the latest updated, tested, and accepted version of source code running in production environment minimum at every 6 months interval or as per the major release with the department through mutually decided online mechanism.

All the costs if any associated with the transfer of source code shall be borne by the System Integrator. This may also include customs or any other applicable taxes to be paid for import/export of software. The following protocol shall be followed for the transfer of source code to BMC:

- a. The System Integrator shall submit detailed documentation for each module of the application to the department. This includes all the modules deployed. The list of the documents to be submitted are as follows:
 - i. Functional Requirement Specification (FRS)
 - ii. System/Software Requirement Specification (SRS)
 - iii. Detailed document on involved technologies with its versions as metadata
 - iv. Software architecture Document with ER Diagram
 - v. User Manuals along with audio-visual clips with process explanation in Marathi Language. These user manuals and help files shall be accessible through the user interface
 - vi. Training Manuals
 - vii. Test Plan , Test Cases and Test reports
 - viii. Requirement Traceability Matrix
 - ix. Release Notes
 - x. User Guide to install, configure the course code with admin credentials

All the documents shall be updated as per the last release of that module. The documents shall be reviewed by the department or agency appointed by the department. The System Integrator shall ensure that any disparity / lacunae found in the documents are rectified and revised documents are submitted for further review. The transfer of documentation to be considered as complete after the department issues the completion certificate for the task.

- b. Transfer of all the source code files, supporting libraries, database scripts, libraries and metadata dictionary, procedures and supporting software components. Source Code to be exact replica of the application live on the production server.
- c. Documentation of step-by-step procedure for recompilation of the application shall be submitted by the System Integrator. The documentation shall enable BMC (or any third party appointed by BMC) to install, configure, and recompile the application as per requirement.
- d. While submitting the Source Code files, the System Integrator shall submit the declaration that the Source code is of the same version which is on Production Environment and used for live operations. The System Integrator shall provide the environment to recompile the source code and provide access to the application to confirm that the Source Code is of the latest version and is same as that on the Production Environment.
- e. System Integrator shall conduct the necessary Knowledge Transfer sessions to the technical staff provided by the department. The success criterion of Knowledge Transfer will be that IT team provided by the department is able to recompile successfully the entire application on the test server independently.

- f. The transfer of source code shall be an on-going exercise. As and when, a new version of the application is deployed in production environment; the source code of the changed modules shall be transferred as per the above protocol to the department. At the end of contract period or at the end of the complete development and deployment of all the change requests provided by the department within the contract period or whichever is later, the entire source code shall be transferred in the same way.
- g. The department may conduct:
 - i. Software architecture and code review and
 - ii. Security Audit of the application, and necessary compliances are to be carried out by the SI before handing over the source code during the contract period. Timelines for this compliance shall be jointly decided between the department and System Integrator or as per requirement of BMC as central policy.

5.13 IT Infrastructure Requirements supporting property tax system

During the contract period, selected System Integrator shall assess the performance of the production and test environments and recommend department for horizontal and vertical scaling of supporting IT infrastructure considering:

- a. Requirement of Servers components, Storage and Network bandwidth with specifications to support systems considering into account the total users (including users connected through integration) and concurrent users
- b. Any other considerations to establish the most efficient system

Currently, complete IT infrastructure supporting the production and test environments are sourced from BMC's cloud service provider and IT department of BMC. This infrastructure includes Hardware with Operating System and Network. IT department of BMC shall be the nodal department who shall arrange all the additional infrastructure that may be required to support the enhanced systems during the contract period.

5.14 Coordination and Cooperation with FMS Service provider of BMC

During the contract period, the selected System Integrator shall coordinate and work with the Facility Management Service (FMS) provider of BMC as and when required. FMS provider fully takes care of operation and maintenance of the IT infrastructure supporting all the systems deployed across Brihanmumbai municipal Corporation.

Department shall ensure that FMS service provider shall cooperate with the selected System Integrator and provide all necessary support for requirement of IT infrastructure, configuration settings, and secured access control.

5.15 Project Planning & Management

The success of the project depends on the proper project planning and management; hence selected System Integrator shall plan the operation and maintenance and enhancement implementation in detail and provide a micro level view of the tasks and activities required to be undertaken in consultation with department.

During the contract period, planning related tasks and procedures (along with corresponding documentation) that System Integrator shall submit includes:

- i. Project Schedule: A detailed timeline indicating various activities to be performed, resources required for the same, risks involved and its mitigation, dependency on department etc.
- ii. Escalation Matrix & Incident (call log) Management: A detailed list of key contact persons with contact details with escalation hierarchy for resolution of issues and problems.

5.16 Scalability

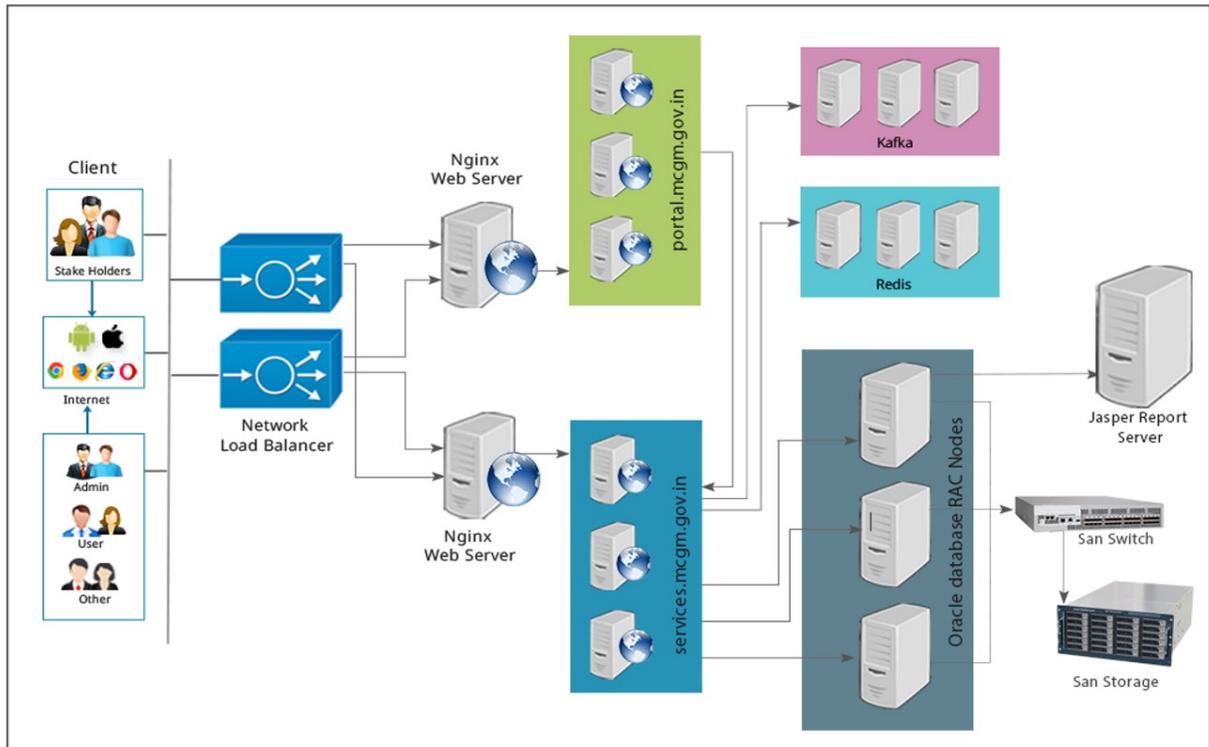
During operation and maintenance, enhancement of the property tax system and integration development of BI based solution, the selected System Integrator shall always work on the system design principle of horizontal and vertical scalability. Based on the regular observations and analysis, recommend BMC for scaling the system resources.

5.17 Existing system details

Assessment & Collection department is using Capital Value based property tax system which is custom developed implemented since April 2010. The system is offering facilities to manage end to end property taxation activities. It is integrated with multiple systems and has an incident or call logging system named as Redmine.

For reference, the details of technology stack, application functionalities, and supporting infrastructure of the currently operational Capital Value based Property Tax System is as under:

- a) The technology stack:
 - ✓ Application - HTML, CSS, Angular2, jQuery
 - ✓ Database - Oracle 19c
 - ✓ Network Load Balancer - nginx 1.14.1
 - ✓ Report Server - jaspersoft 7.1
- b) Supporting infrastructure
 - i) Production infrastructure
 - Deployment on cloud
 - Operating System – RHEL 8.4 and Windows 2019
 - Nginx web servers
 - Server type - Virtual machines
 - Database – Oracle 19c (RAC 3 nodes)
 - Apache Kafka
 - Redis
 - Physical architecture of the production is as shown below



ii) Test infrastructure

- Deployment in BMC's Datacenter at Worli
- Operating System – RHEL 8.4 and Windows 2019
- Nginx web server
- Server type - Virtual machine
- Database – Oracle 19c
- Apache Kafka
- Redis

All the above infrastructure is installed in single server.

iii) Development infrastructure

- Total development environment is managed by existing System Integrator inhouse on its own infrastructure

c) List of modules/workflows and functionalities and external integrations implemented in existing Capital Value based Property Tax System are a under which are used to manage lifecycle of property taxation:

i) **New Assessment**

Property is newly assessed to Municipal taxes as Plot of land / structure, by allotting a new Account no. (SAC no.)

ii) **Reassessment**

- **Change In User** - Change in user factor(s) are recorded by using this reason of reassessment
- **Addition** - Vertically added part portion of the property (with the same plinth) is brought on

record using this reason of reassessment

- **Extension-** Horizontally added part portion of the property is brought on record using this reason of reassessment
 - **Plot of Land** -Existing assessed structure, when demolished; forming plot of land is assessed using this reason of reassessment
 - **Subdivision** - Existing plot of land is further split into two or more units is recorded by using this reason of reassessment (total area is unchanged)
 - **Apportionment** - Existing gala / unit(s) is further split into two or more units is recorded by using this reason of reassessment (total area is unchanged)
 - **Amalgamation** - When two or more galas/ units in a property with similar weightage / rates are to be grouped together forming one unit is recorded by using this reason of reassessment (total area is unchanged)
 - **Rectification** - Correction of multiplying factors including metered / unmetered status, Tax code, existing tax can be rectified using this reason of reassessment
 - **Partial Cancellation** - This reason is used when assessed part portion of the property is to be cancelled for taxation
 - **Cancellation** - When the assessment of the whole property is to be terminated, this reason is used
 - **New Construction:** Structure constructed on existing assessed plot of land is assessed using this reason of Reassessment
- iii) **Workflow:** The process used to propose amendment without changing the Capital Value, without any restriction of date of effect
- **Flat wise billing** - For unit wise billing said workflow is used
 - **Change in Billing name & address** - To update last known billing name and address for future correspondence
 - **Telescopic Concession** - Granting concession in Property tax for SRA/ SRD properties
 - **Changes in Property Description** - To update property address and other details of the property
 - **Concession for Ex Service Men** - Concession in property tax is granted to ex-service men by changing the tax code using this workflow
 - **I.T. Concession** - Concession in property tax is granted to commercially assessed units engaged in IT/ ITES activity, by changing the tax code using this workflow
 - **Penalty U/s 152(A)** - Penalty is levied on unauthorized part/ full portion of assessed properties under this section
 - **R.V. Amendment** - To amend the chargeable bill for the bill periods prior to 01-04-2010
 - **Change in owner's Name** - To update the owner/ assessee details of the assessed properties
 - **S.T. Deletion** - Sewerage Tax deletion from property tax bills is done using this workflow
 - **S.T. Levy** - Sewerage Tax is levied in property tax bills is done using this workflow
 - **WT. Deletion** - Water Tax deletion from property tax bills is done using this workflow
 - **W.T. Levy** - Water Tax is levied in property tax bills is done using this workflow
 - **WT/ ST deletion** - Water Tax (WT) / Sewerage Tax (ST) deletion from property tax bills is

done using this workflow

- **WT/ ST Levy** - Water Tax / Sewerage Tax levy in property tax bills is done using this workflow
- iv) **Complaint**
- **U/s 162(2) w.e.f. 01.04.2010** - Correction of multiplying factors including metered / unmetered status, Tax code, existing tax as on 01.04.2010 (migrated data) can be rectified using this reason
 - **U/s 162(2) w.e.f. 01.04.2015** - Correction of multiplying factors including metered / unmetered status, Tax code, existing tax as on 01.04.2015 (migrated data) can be rectified using this reason
 - **Complaint w/o intimation** - Correction of multiplying factors including metered / unmetered status, Tax code, existing tax and SDRR without date of effect restriction can be revised using this reason
 - **Proposal U/s 219(2)** - Correction of multiplying factors including metered / unmetered status, Tax code, existing tax and SDRR as per the Court orders can be revised without date of effect restriction using this reason
 - **MCA audit note** - Correction of multiplying factors including metered / unmetered status, Tax code, existing tax and SDRR as per the MCA Audit note can be revised without date of effect restriction using this reason
 - **Proposal u/s 525(1)** - Correction of multiplying factors including metered / unmetered status, Tax code, existing tax and SDRR on account of clerical mistake can be rectified without date of effect restriction using this reason
 - **CAG / Local Body audit note** - Correction of multiplying factors including metered / unmetered status, Tax code, existing tax and SDRR as per the CAG / Local Body audit note can be revised without date of effect restriction using this reason
- v) **OSM Collection** - Wrong outstanding is to be corrected with this module with proper documentation & audit
- vi) **Data Entry** - Data entry is done for non-migrated properties
- vii) **Collection** - Demand & outstanding of property tax collection
- viii) **Refund** - Refund / Adjustment of excess collection against property tax
- ix) **GPR Amendment** - Amendment of Government properties assessed to Municipal Taxes
- d) Integrations with external systems through interface / web services:
- Integration with SAP finance module that maintains tax transactions
 - Integration with Payment Gateways viz BBPS, City Bank & Bank Integrations offering facility for online digital payments
 - Integration with GIS to share property information from Capital Value based Property Tax System to GIS using common unique property ID (SAC no.) in GIS and CVS
 - Integration with WhatsApp through Infobip to update taxpayers about the transactions happened related to the property
 - Integration with Building UID project to exchange data between the system based on common property ID

- Integration with iSARITA of SRO for receiving property mutation information and update in property tax system
 - Integration with existing Business Intelligence (BI) software – for sharing property tax data with BI tool for generation of advanced dashboard and reports. The BI based solution is called as Property Tax Intelligent System (PTIS)
 - Integration with SMS. Short Message Service is integrated with the System to instantly share the OTP and similar services to the taxpayer users
 - Integration with AutoDCR system – AutoDCR and Property Tax system shares data based on the common property ID using GIS interface
 - Integration with Solid Waste Management (SWM) System – This integration is implemented to tax rebate to be provided to those properties which have implemented systems as per SWM department initiatives
 - Integration with Aqua system of Hydraulic Engineering department for SAC no. validation
 - Integration of Property Tax mobile App with MYBMC 24x7 universal BMC’s mobile App.
 - Integration with SMTP server for sending emails to citizens
- e) Call log Management System (Redmine)

BMC has implemented a call log management system accessible through intranet to the departmental users. It is an open source, web-based issues tracking tool (Redmine). It maintains complete lifecycle of the call logged by the user related to the property tax system. It is customized to suite the departmental requirement including user management and their hierarchy. Additional functionalities shall be developed and implemented in this system as per requirement during the contract period.

5.18 RACI Matrix

The RACI matrix for various activities to be performed by department, selected System Integrator and other stakeholders in the project is as given below:

| Sr. No. | Activity | Selected SI | BMC | FMS Vendor | Other Vendor(s) |
|---------|---|-------------|-----|------------|-----------------|
| 1. | Supply, installation, integration of Business Intelligence (BI) software with existing Capital Value based Property Tax System, development BI based modules and maintenance of it during the contract period | R&A | C&I | I | - |
| 2. | End-to-End operation and maintenance of the existing enterprise Capital Value based Property Tax System during contract period | R&A | C&I | I | - |
| 3. | Integration of the existing Capital Value based Property Tax System with external systems and maintenance of all the integrations during the contract period | R&A | C&I | I | R&A |
| 4. | Maintenance of Enterprise RDBMS (Oracle 19c until it is migrated to open-source database and Open-source) management in cloud environment | R&A | C&I | - | - |
| 5. | Deployment of required manpower onsite for 5 years to maintain all the systems within the scope of this RFP | R&A | C&I | - | - |
| 6. | Enhancement and implementation of additional functionalities in the ongoing enterprise Capital Value based Property Tax System and BI based integration development during contract period | R&A | C&I | - | - |
| 7. | Enhancement and maintenance of existing call log system during the contract period through onsite deployed team | R&A | C&I | - | - |

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|-----|---|-----|-----|---|---|
| 8. | Drafting all mentioned documents and on time submission to BMC | R&A | C&I | - | - |
| 9. | Vulnerability and penetration test (from a third-party testing agency which may be CERT-IN empaneled) / security audit certification of the enterprise Capital Value based Property Tax System annually or after incorporation of major changes in the Live version and submit reports to BMC | R&A | C&I | - | - |
| 10. | Impart User level Training with documentation as per requirement | R&A | C&I | - | I |
| 11. | Maintenance of all the individual systems mentioned within the scope of this RFP | R&A | C&I | C | - |
| 12. | Installation, Re-installation of the complete integrated Capital Value based Property Tax System as per the requirement during contract period | R&A | C&I | - | I |
| 13. | Back up and restoration of the database of complete integrated Capital Value based Property Tax System as per the requirement during contract period as per requirement | R&A | C&I | - | I |
| 14. | Establishment and maintenance of the development ecosystem of the complete integrated Capital Value based Property Tax System | R&A | C&I | C | - |
| 15. | Establishment of the centralized source code repository (open source) to securely store and retrieve it based on authorization | R&A | C&I | - | - |
| 16. | Establishment of LAN connectivity, Broadband connectivity for the selected System Integrator's team deployed onsite | R&A | I | - | - |
| 17. | Allocation of laptops / desktops to the individual employee deployed onsite to carry out day to day activities through secured environment | R&A | I | - | - |
| 18. | Sitting space along with furniture, power and common amenities | I | R&A | - | - |
| 19. | Administrative support for access to the premises | C&I | R&A | - | - |
| 20. | VPN Connectivity to onsite team and system supporting team | C&I | R&A | - | - |
| 21. | Compliance with the administrative and physical security policy of BMC including always display of Identity cards within the premises during office hrs. | R&A | C&I | I | - |
| 22. | Migration of existing database to open-source enterprise database | R&A | C&I | - | - |
| 23. | Complete takeover of the ongoing systems from existing System Integrator | R&A | C&I | - | - |
| 24. | Implementation of | | | | |

For the above table, R= Responsible, A= Accountable, C= Consulted and I= Informed.

6. Annexure I: Instructions for Pre-Qualification Bid

6.1 Pre-Qualification Cover Letter

Date: DD/MM/YYYY

To,

The Assessor and Collector,
Assessment and Collection department,

Brihanmumbai Municipal Corporation,
6th Floor, Annex Building,
Mahapalika Marg, Fort - 01

Sub : Maintenance and Enhancement of Existing Capital Value based Property Tax System of Assessment and Collection Department

Ref : Bid No: <No> Dated <DD/MM/YYYY>

Dear Sir,

Having examined the Bid Document (and the clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Bid Document for "Maintenance and Enhancement of Existing Capital Value based Property Tax System of Assessment and Collection Department".

We attach hereto our responses to pre-qualification requirements and technical & commercial proposals as required by the Bid Document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to Brihanmumbai Municipal Corporation, is true, accurate, verifiable, and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the Bid Document (& subsequent clarification / corrigendum, if any) document and also agree to abide by this RFP response for a period of 180 days from the date fixed for bid opening. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the Bid Document.

We agree that you are not bound to accept any RFP response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the RFP response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone :

E-mail address :

6.2 Checklist for the documents to be submitted

Pre-Qualification (ePacket A), Technical Proposal (ePacket B) and Commercial Proposal (ePacket C) as mentioned in section 4.15.

6.3 Format to share bidder's Particulars

| Sr. No. | Description | Details (to be filled by the responder to the Bid) |
|---------|--|--|
| 1. | Name of the company | |
| 2. | Official address | |
| 3. | Phone No. | |
| 4. | Corporate Headquarters Address | |
| 5. | Web Site Address | |
| 6. | Details of Company's Registration (Please enclose copy of the company registration document) | |
| 7. | Name of Registration Authority | |
| 8. | Registration Number and Year of Registration | |
| 9. | CMMi, ISO certifications and its validity | |
| 10. | CST/LST/VAT registration No. | |
| 11. | GST registration No. / Service Tax | |
| 12. | Permanent Account Number (PAN) | |
| 13. | Company's Revenue for last 3 years (Year wise) | |

Please submit the relevant proofs for all the details mentioned above along with your bid response. Also share below contact details of officials for future correspondence regarding the bid process:

| Sr. No. | Details | Authorized Signatory | Secondary Contact |
|---------|-----------------|----------------------|-------------------|
| 1. | Name | | |
| 2. | Title | | |
| 3. | Company Address | | |
| 4. | Phone | | |
| 5. | Mobile | | |
| 6. | E-mail | | |

6.4 Format for Declaration by the bidder for not being Blacklisted / Debarred

(On Stamp Paper of ₹ 500)

DECLARATION CUM-INDEMNITY BOND

Date: DD/MM/YYYY

I, _____ of _____, do hereby declared and undertake as under.

- 1) I declared that I have submitted certificates as required to Executive Engineer (Monitoring) at the time of registration of my firm / company _____ and there is no change in the contents of the certificates that are submitted at the time of registration.
- 2) I declared that I _____ in capacity as Manager / Director / Partners / Proprietors of _____ has not been charged with any prohibitory and /or penal action such as demotion, suspension, black listing / de-registration or any other action under the law by any Government and / or Semi Government and/ or Government Undertaking.
- 3) I declared that, I have perused and examined the RFP document including addendum, condition of contract, specification, drawings, bill of quantity etc. forming part of RFP and accordingly, I submit my offer to execute the work as per RFP documents at the rates quoted by me in capacity as _____ of _____.
- 4) I further declared that if, I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, BMC is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.
- 5) I also declared that I will not claim any charge / damages / compensation for non-availability of site for the contract work at any time.
- 6) I Indemnify Municipal Commissioner and the other officers of BMC or their agents for any Damages, Loss, or Injury, any legal suit, proceeding or legal action whatsoever that may be caused at any time by me or any other staff of _____ company, for the work undertaken and all such damage, damages, injury or loss, legal suit, legal action, I shall be solely responsible in individual as well as official capacity and such loss, damages, injury shall be made good and/ or as the case may be, shall be paid immediately by me / Company to the satisfaction of the BMC.

Dated _____ day of _____, 20__

Identified by me

Before me

Advocate

6.5 Bank Guarantee Format

(For a sum up to 10% of the contract value with Stamp duty of 0.5 % on the total amount)

Ref. No. :
Date :
Bank Guarantee No. :

To

<Insert complete postal address>

THIS INDENTURE made this ----- day of -----20---- BETWEEN THE -----
-----BANK incorporated under the English / Indian Companies Acts and carrying on business in Mumbai
(hereinafter referred to as 'the bank' which expression shall be deemed to include its successors and
assigns) of the first part -----
------(Name of selected bidder)
inhabitants carrying on business at -----
------(Address of selected bidder)
in Mumbai under the style and name of Messrs -----
------(Name of selected bidder)
(hereinafter referred to as 'the contractors') of the second part Shri-----

THE MUNICIPAL COMMISSIONER **FOR** THE BRIHANMUMBAI MUNICIPAL CORPORATION
(hereinafter referred to as 'the Commissioner' which expression shall be deemed, also to include his
successor or successors for the time being in the said office of Municipal Commissioner) of the third part
and THE BRIHANMUMBAI MUNICIPAL CORPORATION (hereinafter referred to as 'the Corporation') of
the fourth part WHEREAS the contractors indemnify and keep indemnified the Corporation against any
loss or damage that may be caused to or suffered by the Corporation by reason of any breach by the
contractors of any of the terms and conditions of the contract that will be entered subsequently (**within 15
days**) and/or in the performance thereof against Letter of Intent number ----- dated -----
----- for the project "Maintenance and Enhancement of Existing Capital Value based Property
Tax System of Assessment and Collection Department"of ----- department having
RFP No. << >>, RFP amount ₹.----- and the terms of such RFP / contract require that
the contractors shall deposit with the Commissioner as earnest money and/ or the security a sum of ₹.-----
----- (Rupees-----) AND WHEREAS
if and when any such tender is accepted by the Commissioner, the contract to be entered into in
furtherance thereof by the contractors will provide that such deposit shall remain with and will be
appropriated by the Commissioner towards the Security Deposit to be taken under the contract and be
redeemable by the contractors, if they shall duly and faithfully carry out the terms and provisions of such
contract and shall duly satisfy all claims properly chargeable against them thereunder AND WHEREAS the
contractors are constituents of the Bank and in order to facilitate the keeping of the accounts of the

contractors, the Bank with the consent and concurrence of the contractors has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractors depositing with the Commissioner the said sum as earnest money and/or the security as aforesaid AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking. NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the contractors (hereby testified) UNDERTAKES WITH the Commissioner to pay to the Commissioner upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole ₹----- (Rupees-----) under the terms of the said RFP and/or the contract. The B.G. is valid up to-----

We agree that the decision of the Corporation, whether any breach of any of the terms and conditions of the contract and/or in the performance thereof has been committed by the bidder and the amount of loss or damage that has been caused or suffered by the Corporation shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Corporation.

“Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to ₹ ----- only and guarantee shall remain in force up to ----- unless the demand or claim under this guarantee is made on us in writing on or before-----all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”.

IN WITNESS WHEREOF

WITNESS (1) -----
Name and -----
Address -----

WITNESS (2) -----
Name and ----- the duly constituted Attorney Manager
Address -----

The Bank and the said Messrs-----
----- (Name of the bank)

WITNESS (1) -----
Name and -----
Address -----

WITNESS (2) ----- for Messrs -----
Name and ----- (Name of the contractor)
Address -----

Have here into set their respective hands the day and year first above written.

7. Annexure II: Instructions and Technical Bid Document Formats

7.1 General Instructions for the Technical Bid

Bidders have to submit a very structured and organized technical bid, which will be analysed by the Technical Evaluation Committee for different compliances with regards to the requirements of the project. Since the cut-off marks for technical bid Score is 70, the quality and completeness of the information submitted by the bidders shall have greater importance.

Bidders are expected to divide their bids in following sections / documents:

A) Bidder's Competence to execute the project

This document should bring about the capability of the firm to execute this project. Some of the required documents are as follows:

- Financial Capability of the Bidder in required formats and supporting documents
- Experience of bidder of implementation and supply of similar software and services
- Experience of bidder in India in the required formats and supporting documents
- Quality of IT and domain experts available with the firm

B) Proposed Team for maintenance of the existing system and implementation of enhancements

As specified in the Technical Bid Evaluation Framework, the department would like to give importance to the right people proposed for the project. Bidder must propose staff matching the skills, experience and qualification required.

Following documentation is expected under this section:

- Overall Project Team complying with the scope
- Escalation chart to be followed during the contract period
- Summary table giving Qualification, Skill with Experience, and relevant Certifications
- Detailed CVs in the format attached as **Annexure XI**

C) Technical Solution Proposed for the Project

Broad areas to be covered in the Technical Solution documentation are given below:

1. Bill of Material: This document should give details of all the proposed IT and Non-IT components, without specifying the costs. Please note that the bid shall get disqualified if bidder gives price details in the technical document.
2. Describe the proposed Technical Solution in a structured manner. Following should be captured in the same:
 - a. Clear articulation and description of the design, technical solution with various components
 - b. Reasoning for selection of the proposed technology (if any) over other options
 - c. Extent of compliance to technical requirements specified in the scope of work
3. Strength of the bidder to provide services including examples or case-studies of similar solutions deployed and maintained for other clients
4. Clearly articulate the Strategy and Approach and Methodology for Installation, Configuration, and Integration of the required BI tool with the Capital Value based Property Tax System.
5. Approach and Methodology for Management of SLA Requirements specified in the bid. Bidder is required to clearly articulate how the SLA requirements would be adhered.
6. Detailed Project Plan with timelines, milestones etc. for deployment of resources, supply, installation, and operationalization of the BI tool, migration of the Database to compatible open-source enterprise database, Maintenance and Management of call log system, management and implementation of integrations, development of BI based solution, changes and enhancements in the system.

7.2 Format to share Project Details

| | |
|---|--|
| Name of the Project | |
| General Information | |
| Client for which the project was executed | |
| Name of the contact person(s) of the client | |
| Designation of the contact person(s) of the client | |
| Contact details of the client's contact person(s) | |
| Project Details | |
| Description of the project | |
| Scope of work of the bidder | |
| Deliverables of the bidder | |
| Technologies used | |
| Current Status of the project | |
| <ul style="list-style-type: none"> ➤ Delivery scope % ➤ O&M (Completed period / Total period if applicable) | |
| Other Details | |
| Total cost of the project | |
| Total cost of the services provided by the bidder | |
| Duration of the project (total number of months, start date and completion date) | |
| Other Relevant Information | |
| Mandatory Supporting Documents: <ul style="list-style-type: none"> • Work order / Purchase order / Contract for the project • Client Certificate giving current status of the project and view of the quality of services by the bidder | |

Note: The bidder is required to use above format for all the projects referenced for the pre-qualification criteria and technical bid evaluation.

7.3 Technical Bill of Material and Quantity

Notes:

1. The bidder shall submit the technical proposal including the BoM with 'Make' and 'Model' details excluding the cost
2. The bidder can add additional line items as per their requirements
3. Bidder should not share any bid price information in the technical bid

The quantity required may vary by $\pm 50\%$ during the contract period. The unit rate quoted in the financial bid will be used to calculate the price of the variable component.

| Sr. No. | Item Description | Quantity | Unit of Measurement | Total Quantity |
|---------|--|----------|---------------------|----------------|
| 1 | End to End Operation and Maintenance and Enhancement of Capital Value based Property Tax System and its Integrations with BI and other system through deployment of following resources onsite | | | |
| 1.1 | Software Project Manager | 01 | Month | 60 |
| 1.2 | Software Team leader | 02 | Month | 120 |
| 1.3 | Software Developer | 5.5 | Month | 330 |
| 1.4 | Software Tester | 01 | Month | 60 |
| 2 | Technical staff for application support | 10 | Month | 600 |
| 3 | <ul style="list-style-type: none"> ▪ Establishment open-source enterprise Database Management System and Migration of existing Database to the newly established open-source database. ▪ End-to-End Monitoring and Operation and Maintenance of supporting infrastructure of Capital Value based Property Tax System (Production, Test and Development environments) | LS | Month | 60 |
| 4 | Security audit (Safe to host) certification of Capital Value based Property Tax System | 01 | Year | 05 |
| 5 | Supply of Business Intelligence (BI) COTS server software (Including development license) compatible with 32 Core VCPU as per specification | 01 | Nos. | 01 |
| 6 | Maintenance of Business Intelligence (BI) COTS server software (Including development license) for 4 years | 01 | Year | 04 |

7.4 Format for Authorization Letters from OEMs

Date: DD/MM/YYYY

To,

The Assessor and Collector,
Assessment and Collection department,
Brihanmumbai Municipal Corporation,
6th Floor, Annex Building,
Mahapalika Marg, Fort - 01

Sub : Authorisation Letter to M/s. ----- for the participation in the bid for Maintenance and Enhancement of Existing Capital Value based Property Tax System of Assessment and Collection Department.

Ref : Bid No: <No> Dated <DD/MM/YYYY>

Sir,

We _____, (name and address of the manufacturer) who are established and reputed manufacturers of _____ having factories/offices at _____ (addresses of manufacturing / development locations) do hereby authorize M/s _____ (name and address of the bidder) to bid, negotiate and conclude the contract with you against the above mentioned bid for the above equipment / software manufactured / developed by us.

We herewith certify that the above-mentioned equipment / software products are not end of the life and we hereby undertake to support this equipment /software for the duration of minimum 5 years from the date of submission of the bid.

Yours faithfully,

For and on behalf of M/s _____ (Name of the manufacturer)

Signature :
Name :
Designation:
Address :
Date :



Note: This letter of authority should be on the letterhead of the concerned manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

8. Annexure III: Commercial Bid Formats

8.1 Commercial Bid Cover Letter

Date: DD/MM/YYYY

To,

The Assessor and Collector,
Assessment and Collection department,
Brihanmumbai Municipal Corporation,
6th Floor, Annex Building,
Mahapalika Marg, Fort - 01

Sub : Maintenance and Enhancement of Existing Capital Value based Property Tax System of Assessment and Collection Department

Ref : Bid No: <No> Dated <DD/MM/YYYY>

Dear Sir,

We, the undersigned System Integrators, having read and examined in detail all the bidding documents in respect of Maintenance and Enhancement of Existing Capital Value based Property Tax System of Assessment and Collection Department do hereby propose to provide services as specified in the bid referred above.

1. PRICE AND VALIDITY

- All the prices mentioned in our bid are in accordance with the terms as specified in the bid documents. All the prices and other terms and conditions of this bid are valid for a period of 180 calendar days from the date of opening of the Bids.
- We hereby confirm that our bid prices include all taxes.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other Corporate Tax is altered under the law, we shall pay the same.

2. UNIT RATES

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the bid documents and there are no deviations.

4. QUALIFYING DATA

We confirm having submitted the information as required by you in your "Instructions to bidder". In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the bid document. These prices are indicated in the subsequent sub-sections of this Section.

6. CONTRACT PERFORMANCE GUARANTEE BOND

Bid Document for Maintenance and Enhancement of Existing CV Based Property Tax System

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the format prescribed in the bid.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a bid you receive. We confirm that no technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Authorised Signatory)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

8.2 Commercial Bid Format and Instructions

The bidder has to quote the rate in the BoQ form available online for this bid. Details to be filled up for price bid are as below:

The price shall be inclusive of Goods & Services Tax and other taxes as applicable under the relevant Laws of India. The prices should be quoted against each item a per requirement mentioned in the below:

| Sr. No. | Scope Item | Quantity Required | Unit of Measurement | Total Quantity | Total Price (Inclusive of all taxes) |
|---------|--|-------------------|---------------------|----------------|--------------------------------------|
| 1 | Software Project Manager | 01 | Month | 60 | |
| 2 | Software Team leader | 02 | Month | 120 | |
| 3 | Software Developer | 5.5 | Month | 330 | |
| 4 | Software Tester | 01 | Month | 60 | |
| 5 | Technical staff for application support | 10 | Month | 600 | |
| 6 | <ul style="list-style-type: none"> ▪ Establishment open-source enterprise Database Management System and Migration of existing Database to the newly established open-source database. ▪ End-to-End Monitoring and Operation and Maintenance of supporting infrastructure of Capital Value based Property Tax System (Production, Test and Development environments) | LS | Month | 60 | |
| 7 | Security audit (Safe to host) certification of Capital Value based Property Tax System | 01 | Year | 05 | |
| 8 | Supply of Business Intelligence (BI) COTS server software (Including development license) compatible with 32 Core CPU as per specification for 1 st year | 01 | Year | 01 | |
| 9 | Maintenance of Business Intelligence (BI) COTS server software (Including development license) for 4 years | 01 | Year | 04 | |

Note:

1. The bidders may visit the site and obtain additional information at their own cost and responsibility.
2. The bidders shall quote both for supply, warranty and Operations and Maintenance cost of BI COTS software, the details of which are given in the Bid Document.
3. The onsite resources can be scaled up or scaled down based on requirement by BMC during the contract period as well as during extension if any granted by BMC.
4. All the prices are to be entered in Indian Rupees ONLY.

5. Prices indicated in the schedules shall be inclusive of all taxes, levies, duties etc. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
6. During the payment stage, BMC reserves the right to ask the bidder to submit proof of payment against any of the taxes, duties, levies indicated.
7. The bidder needs to account for all Out-of-Pocket expenses due to Boarding, Lodging and other related items. No additional/separate payment shall be made regarding the same.
8. For the purpose of evaluation of Commercial Bids, BMC shall make appropriate assumptions to arrive at a common bid price for all the bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the bidder.
9. The Contract Price shall be firm and not subject to any alteration.
10. The bidders should be deemed to have satisfied itself as to the correctness and sufficiency of the contract price, which shall, except as otherwise provided for in the contract, cover all its obligations under the contract.
11. Invitation of price discovery rate for future requirements does not imply guarantee of any additional work or any increase in scope. The price discovery rates (if requested) are being invited to meet any exigency requirements if a need emerges during the period of contract with respect to deployment of additional manpower resources.
12. The rate/cost quoted for Operation and Maintenance and price discovery elements would be considered for additional procurement/payment in future.
13. Any cost implication due to addition in the scope will be as per the rates quoted against the item or on prorated basis.
14. Wherever present, the items mentioned as Lump sum will have quantity as One (1) in the BoQ available online via e-tendering. However, the bidder should consider the same as Lump sum and submit the commercials.
15. No advance payment shall be made against any scope item.

9. Annexure IV: Draft Contract Agreement

(On a Stamp Paper of ₹ 500/- for contract value up to ₹ 10,00,000/- and 0.1% of the amount above ₹ 10 lakhs subject to maximum ₹ 25 Lakhs)

CONTRACT AGREEMENT

Bid No.:

Sanction No. & Date:

Contract Cost:

This Contract Agreement, hereinafter referred to as “CA” is made this ____ day of _____ 2021 at [office address]

BETWEEN

<Head of department, Assessment and Collection department>, Brihanmumbai Municipal Corporation, Maharashtra State, (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns) of the First Part (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns) of the First Part

AND

M/s _____, a company registered <Select as under The Companies Act, 1956 or Partnership Act, 1932 as applicable> having its registered office at _____ and place of business at _____, hereinafter referred to as “**System Integrator**” (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors and permitted assigns) of the Second Part

Each individually a “Party” hereto and collectively the “Parties”

And Whereas BMC intends to provide convenient and speedy services using Information and Communication Technologies (ICT) to its officials and has published the bid to seek services for “Maintenance and Enhancement of Existing Capital Value based Property Tax System of Assessment and Collection Department” till the end of the contract period;

And whereas M/s. ----- has submitted its bid to <include scope of project and bid name> for BMC;

And whereas BMC and M/s. ----- have decided to enter into this Agreement on the terms and conditions stipulated hereinafter.

NOW, THEREFORE, in consideration of the premises, covenants and promises contained herein and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, IT IS HEREBY AGREED between the Parties as follows:

9.1 Definitions, Interpretations and Other Terms

- a. The “**Annexure**” referred to in these conditions shall mean the relevant annexure appended to the tender papers issued by the Municipal Corporation.
- b. “**Approved**” shall mean approved in writing including subsequent confirmation of previous verbal approval and “approval” shall mean approval in writing including as aforesaid.
- c. “**Arbitrator**” means the person or persons appointed by agreement between BMC and the successful bidder to make a decision on or to settle any dispute or difference between the BMC and the successful bidder referred to him or her by the parties pursuant to General Conditions of Contract amended up to date.
- d. “**Bid**” means the bid document released vide bid document number mentioned in this document, and include all clarifications/addendums, explanations and amendments issued by the Corporation in respect thereof.
- e. The “**Bidder**” shall mean a person or corporate body who has desired to submit bid to carry out the works, including routine maintenance till the tender process is concluded.
- f. “**Bidding**” means the bid process conducted by BMC and the technical and commercial bids submitted by the bidders, along with the subsequent clarifications and undertakings, if any.
- g. “**CA**” means this Contract Agreement, together with the recitals and all schedules and the contents, requirements, specifications, and standards of the bid (as may be amended, supplemented, or modified in accordance with the provisions hereof) and the bid. In the event of a conflict between this CA and the Schedules, the terms of the CA shall prevail; with overriding effect.
- h. “**Certificate of Taking-Over/ Take-over Certificate**” shall mean the certificate issued by BMC after completion of works in all respects.
- i. “**Confidential Information**” means all information including BMC data (whether in written, oral, electronic or other format) which relates to the technical, financial, business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other party in the course of or in connection with this CA (including without limitation such information received during negotiations, location visits and meetings in connection with this CA).
- j. “**Constituent**” shall mean the member (s) who comprise an entity whether company / partnership / Joint venture, etc.
- k. The “**Contract**” shall mean the tender and acceptance thereof and the formal Agreement if any, executed between the successful bidder, the Commissioner, and the department together with the documents referred to therein including these conditions and appendices and any special conditions, the specifications, designs, drawings, price schedules, bills of quantities and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- l. “**Contract Cost**” means the Contract Sum plus Price Variation. This cost shall be included in the letter of acceptance.
- m. “**Customers**” mean all citizens and business organization and users who use the BMC services.
- n. “**Commencement Date**” means the date upon which the bidder receives the notice to commence, issued by the BMC.

- o. The “**Corporation**” or the “**Municipal Corporation**” shall mean the Brihanmumbai Municipal Corporation, constituted under the M.M.C. Act 1888 as amended up to date.
- p. “**Cost**” means all expenditure properly incurred or to be incurred whether on or off the site including overheads and other charges properly allocable thereto but does not include any allowance for profit.
- q. “**Country**” means the country in which the site is located.
- r. “**Day**” means Calendar Day.
- s. “**Deliverables**” means all the activities related to the setting up and operations of the infrastructure, technical documents, software applications, customized source codes, services as defined in the bid and subsequent corrigendum (if any), based on which the technical bid and commercial bid was submitted by the bidder and as required as per this CA.
- t. “**Drawings**” means all the drawings, calculations, and technical information of a like nature provided by the BMC to the bidder under the contract and all drawings, calculations, samples, patterns, models, operation & maintenance manual, and other technical information of like nature submitted by the System Integrator and approved by the BMC.
- u. “**Effective Date**” means the date on which the Purchase Order or Letter of Intent is issued to the selected System Integrator.
- v. “**Excepted risks**” are risks due to riots (otherwise than among bidder’s employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any act of government, damage from aircraft, acts of god, such as earthquake, lightning and unprecedented floods and other causes over which the bidder has no control and accepted as such by the Commissioner or causes solely due to use or occupation by the Municipal Corporation of the works in respect of which a certificate of completion has been issued or a cause solely due to faulty municipal design of work.
- w. “**Foreign Currency**” means currency of a country other than that in which the works are to be located, approved by Govt. of INDIA/Reserve Bank of INDIA.
- x. “**GCC**” means General Conditions of Contract.
- y. “**Letter of Acceptance**” means the letter of formal acceptance, signed by BMC, of the letter of bid, including any annexed memoranda comprising agreements between and signed by both parties. If there is no such letter of acceptance, the expression “Letter of Acceptance” means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.
- z. “**Month**” means Calendar month of the Gregorian Calendar.
- aa. “**Performance Security**” means the irrevocable and unconditional Bank Guarantee provided by the selected System Integrator from any of the approved banks as specified in **Annexure V** of this RFP document in favour of “Brihanmumbai Municipal Corporation” for an amount equivalent to 10% of the total contract value i.e. ₹.....(Rupees.....only).
- bb. “**Permanent Works**” means the permanent works to be executed and installation of machineries in accordance with the Contract at specified required site and location.
- cc. “**Proprietary Information**” means processes, methodologies, and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already

owned/licensed by either party or granted by third parties to a party hereto prior/ subsequent to the execution of this CA.

- dd. **“Specification”** means the specification referred to in the tender and any modification thereof or addition or deduction thereto as may from time to time be furnished or approved in writing by the BMC.
- ee. **“Service Level(s)”** means the performance standards, which will apply, to the services delivered through the Software Application and hardware implemented by the selected System Integrator.
- ff. **“Service Level Requirement(s)”** means the timelines and the quality levels to be adhered to by the selected System Integrator for delivering various services under the contract.
- gg. **“Services”** means the content and services delivered and to be delivered to the customers or the offices of BMC by the selected System Integrator and includes but not limited to the services specified in the bid document or as may be specified and incorporated in the subsequent Agreement(s) under Contract Agreement.
- hh. **“Specification”** shall mean the specification referred to in the tender and any modification thereof or addition or deduction thereto as may from time to time be furnished or approved in writing by the BMC.
- ii. **“The Start Date/Commencement Date”** is given in the Contract. It is the date when the selected System Integrator shall commence execution of the Works. It does not necessarily coincide with any of the site possession dates.
- jj. **“Tender”** means the bidder’s priced offer to the BMC for the execution and completion of the works and the remedying of any defects therein in accordance with the provision of the contract, as accepted by the Letter of Acceptance.
- kk. **“Temporary Works”** shall mean all temporary works of every kind required in or about execution, completion, or maintenance of the work also temporary works are works designed, constructed, installed, and removed by the bidder that are needed for construction or installation of the works of the contract as found necessary as per suggestion of the BMC.
- ll. **“Time for Completion”** means the time for completing the execution of and passing the tests on completion of the works or any section or part thereof as stated in the contract calculated from the commencement date.
- mm. **“Users”** means the departmental staffs or any other BMC officials having access to application including its Implementation Agencies, technology vendors, corporations and agencies and their employees, as the context admits or requires.
- nn. **“Variation”** means a change to the:
- Specification and /or Drawings (if any) which is instructed by the BMC.
 - Scope in the Contract which is instructed by the BMC.
 - Price in the Contract which is instructed by the BMC.
- oo. **“Writing”** means any hand-written, electronic mail, type-written, or printed communication including telex and facsimile transmission, electronic and digital media.
- pp. The **“Works”** shall mean the permanent works and the temporary works or either of them as appropriate to be executed in accordance with the contract or part(s) thereof, as the case may be and shall include all extra or additional, altered or substituted works as required for performance.

9.2 Interpretation

- a. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted, or consolidated and to all statutory instruments made pursuant to it.
- b. Words denoting the singular shall include the plural and vice-versa and words denoting persons shall include firms and corporations and vice versa,
- c. Unless otherwise expressly stated, the words “herein”, “hereof”, “hereunder” and similar words refer to this CA as a whole and not to any particular Article, Schedule. The term Articles, refers to Articles of this CA. The words “include” and “including” shall not be construed as terms of limitation. The words “day” and “month” mean “calendar day” and “calendar month” unless otherwise stated. The words “writing” and “written” mean “in documented form”, whether electronic or hard copy, unless otherwise stated.
- d. The headings and use of bold type in this CA are for convenience only and shall not affect the interpretation of any provision of this CA.
- e. The Schedules to this CA form an integral part of this CA and will be in full force and effect as though they were expressly set out in the body of this CA.
- f. Reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to such agreement, deed, instrument, license or other document as the same may be amended, varied, supplemented, modified or suspended at the time of such reference.
- g. References “roll out” includes, unless the context otherwise requires, design, development, implementation, engineering, procurement, delivery, transportation, installation, processing, fabrication, acceptance testing, certification, implementation and other activities incidental to the construction or roll out, and “construct” or “roll out” shall be construed accordingly.
- h. Any word or expression used in this CA shall, unless defined or construed in this CA, bear its ordinary English language meaning.
- i. The damages payable by a Party to the other Party as set forth in this CA, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and liquidated damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalties.
- j. This CA shall operate as a legally binding agreement specifying the master terms, which apply to the Parties under this agreement and to the provision of the services by the System Integrator.
- k. The Corporation may nominate a technically competent agency/individual(s) for conducting acceptance testing and certification of the various requisite infrastructure to ensure a smooth, trouble free and efficient functioning of the Scheme or carry out these tasks itself.
- l. The agency/individual(s) nominated by the Corporation can engage professional organizations for conducting specific tests on the software, hardware, networking, security and all other aspects.
- m. The agency/individual(s) will establish appropriate processes for notifying the System Integrator of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the System Integrator to take corrective action.
- n. Such an involvement of and guidance by the agency/person will not, however, absolve the System Integrator of the fundamental responsibility of designing, installing, testing and implementation the

application and the infrastructure for efficient and effective delivery of services as contemplated under this bid.

- o. Following documents forming this Agreement are to be taken as mutually explanatory of one another:
 - i. This Agreement
 - ii. Purchase / Work Order or Letter of Intent issued by BMC to the successful bidder
 - iii. Clarification and Corrigendum Documents published by BMC subsequent to the bid for this work
 - iv. Bid Document of BMC for this work
 - v. Detail Commercial bid of the System Integrator accepted by BMC
 - vi. Successful bidder's 'Technical Bid' submitted in response to the bid and responses/clarifications provided in response to queries raised by BEC

9.3 Term of the Contract Agreement

- a. The term of this CA shall be a period of <specify period of contract> years from the date of execution of this Agreement. This includes the time required for Implementation and Operations and Maintenance Support.
- b. In the event of implementation period getting extended beyond the stipulated time, for reasons not attributable to the System Integrator, BMC reserves the right to extend the term of the Agreement by a suitable period with mutual consensus to allow validity of contract from the date of operational acceptance.
- c. All the terms and conditions and approved cost of the contract shall remain applicable for the extended period

9.4 BMC's Decision

Except where otherwise specifically stated, the BMC's representative will decide contractual matters between BMC and the successful bidder in the role representing the BMC. However, if BMC's representative is required under the rules and regulations and orders of the BMC to obtain prior approval of some other authorities for specific actions, he will so obtain the approval, before Communicating his decision to the bidder.

Except as expressly stated in the Contract, BMC's representative shall not have any authority to relieve the successful bidder of any of his obligations under the contract.

9.5 Delegation

BMC's representative, with the approval of the BMC's authority, may delegate any of his duties and responsibilities to other person(s), except to the Adjudicator, after notifying the bidder, and may cancel any delegation after notifying the bidder.

9.6 Communication

All certificates, notices or instructions to be given to the bidder by BMC shall be sent on the address / e-mail Address or contact details given by the bidder in the Bid. The address and contact details for communication with the BMC shall be as per the details given in Contract Data. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

9.7 Other System Integrators

The selected bidder shall cooperate and share the site/premises with other existing System Integrators, public authorities, utilities, and the BMC between the dates given in the Schedule of Other bidder, as referred to in the Contract Data. The bidder shall also provide facilities and services for them as described in the Schedule. The BMC may modify the Schedule of Other bidder, and shall notify the bidder of any such modification.

9.8 Personnel

The selected System Integrator's personnel shall appropriately be qualified, skilled and experienced in their respective trades or occupations. BMC shall have authority to remove, or cause to be removed, any person employed on the site or works, who carries out duties incompetently or negligently.

If BMC asks the selected System Integrator to remove a person who is a member of the System Integrator's staff or work force, stating the reasons, the System Integrator shall ensure that the person leaves the site within seven days and has no further connection with the Works in the Contract. The SI shall ensure an alternate arrangement is made at the earliest.

9.9 BMC's and System Integrator's Risks

BMC carries the risks which this Contract states are BMC's risks, and the System Integrator carries the risks which this Contract states are System Integrator's risks.

a. BMC's Risks

The BMC is responsible for the excepted risks which are:

- i. in so far as they directly affect the execution of the Works, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot, commotion or disorder (unless restricted to the System Integrator's employees) and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or
- ii. a cause due solely to the design of the Works, other than the System Integrator's design.

b. System Integrator's Risks

All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks, are the responsibilities of the selected System Integrator.

9.10 Management Meetings

BMC may require the selected System Integrator to attend a management meeting. The business of a management meeting shall be to review the plans for progress of the Works.

BMC shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by BMC either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

9.11 Tests

The selected System Integrator shall have to perform the mandatory tests as prescribed in the specifications and shall be solely responsible for:

- a) Carrying out the mandatory tests prescribed in the specifications, and
- b) For the correctness of the test results, whether preformed.

If BMC instructs the selected System Integrator to carry out a test not specified in the specification/ Quality Assurance Handbook to check whether any work has a defect and the test shows that it does, selected System Integrator shall pay for the test and any samples. If there is no defect, the test shall be a compensation event.

The cost of testing shall be borne by the selected System Integrator even if the result of the sample confirm or do not confirm to the relevant specifications.

All expenditure required to be incurred in testing shall be borne by the selected System Integrator himself.

9.12 Variations

BMC shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he considers necessary or advisable during the progress of the Contract. Such Variations shall form part of the Contract and the selected System Integrator shall carry them out and include them in updated Programmes produced by the selected System Integrator. Oral orders of BMC for variations, unless followed by written confirmation, shall not be taken into account.

9.13 Payment for Variations

If rates for Variation items are specified in the Bill of Quantities, the selected System Integrator shall carry out such work at the same rate.

9.14 Operation and Maintenance Manuals

If drawings and/or operating and maintenance manuals are required, the selected System Integrator shall supply them by the dates stated in the Contract Data.

If the selected System Integrator does not supply the drawings and/or manuals by the dates stated in the contract Data, or they do not receive the BMC's approval, BMC shall withhold the amount stated in the Contract Data from payments due to the System Integrator.

9.15 Compliance with Labour Regulations

During continuance of the Contract, the selected System Integrator and his sub-Contractors (if any) shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or Local Authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.

Furthermore, the selected System Integrator shall keep BMC indemnified in case any action is taken against the BMC by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If BMC is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the System Integrator, BMC shall have the right to deduct any money due to the selected System Integrator including his amount of performance guarantee. The BMC shall also have right to recover from the selected System Integrator any sum required or estimated to be required for making good the loss or damage suffered by BMC.

The selected System Integrator shall require his employees to obey all applicable laws, including those concerning safety at work.

The employees of the selected System Integrator and the Sub-Contractor (if applicable) in no case shall be treated as the employees of the BMC at any point of time.

9.16 Format & Signing of Application

The bidders shall provide all the information sought under this TENDER. The BMC Authority will evaluate only those applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

The bidder shall upload application in One Folder in electronic form which shall contain the scanned certified copies of the documents given below and the documents uploaded has to be digitally signed by the bidder. These copies shall be certified by Practicing Notary approved by the Govt. of Maharashtra or Govt. of India with his stamp, clearly stating his name & registration number, except where original documents are demanded.

9.17 Marking of Application

The bidders shall submit the application in the format specified in the Bid Document, together with the documents, upload in folder as "Bidder" together with their respective enclosures.

Applications submitted by fax, telex, telegram shall not be entertained and shall be rejected outright.

9.18 Clarification of Financial Bids

To assist in the examination, evaluation and comparison of Bids, BMC may, at his discretion, ask any bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by post/facsimile/e-mail. No bidder shall contact BMC officials on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. Any effort by the bidder to influence the BMC officials in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid.

9.19 Official Secrecy

The selected System Integrator shall of all the persons employed in any Works in connection with the contract that the India Official Secrets Act 1923 (XIX of 1923) applies to them and will continue to apply even after

execution of the said Works and they will not disclose any information regarding this contract to any third party. The selected System Integrator shall also bring into notice that, any information found to be leaked out or disclosed; the concern person as well as the selected System Integrator will be liable for penal action; further the Corporation will be at liberty to terminate the contract without notice.

9.20 Subsequent Legislation

If on the day of submission of bids for the contract, there occur changes to any National or State stature, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the selected System Integrator, such additional or reduced cost shall, after due consultation with the selected System Integrator, be determined by the concerned authority of BMC and shall be added to or deducted from the Contract Price with prior approval of competent authority and BMC shall notify the selected System Integrator accordingly. BMC reserves the right to take decision in respect of addition/reduction of cost in contract.

9.21 Patent, Rights & Royalties

The selected System Integrator shall save harmless and indemnify the Corporation from and against all claims and proceedings for or on account of infringement of any Patent rights, design trademark or name of other protected rights in respect of any constructional plant, machine work, or material used for or in connection with the Works or any of them and from and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the selected System Integrator shall pay all tonnage and other royalties, rent and other payments or compensation, if any, required for the Works.

9.22 Payment, Taxes & Claims

a) The limit for unforeseen Risks

Under no circumstances whatever the selected System Integrator shall be entitled to any compensation from BMC on any account unless the System Integrator shall have submitted a claim in writing to BMC within 15 days of the case of such claim occurring.

b) No interest for delayed payments due to disputes, etc.

It is agreed that the Brihanmumbai Municipal Corporation or its representative or Officer shall not be liable to pay any interest or damage with respect of any moneys or balance which may be in its or its representative's or Officer's hands owing to any dispute or difference or claim or misunderstanding between the Brihanmumbai Municipal Corporation or its representative or Officer on the one hand and the System Integrator on the other, or with respect to any delay on the part of the Brihanmumbai Municipal Corporation or representative or Officers in making periodical or final payments or in any other respect whatever.

9.23 Receipts to be signed in firm's name by any one of the partners

Every receipt for money which may become payable or for any security which may become transferable to the selected System Integrator under these present shall be signed by the authorized personnel and be a good and sufficient discharge to the Commissioner and Municipal Corporation in respect of the money or security purporting to be acknowledged thereby, and in the event of death of any of the partners during the pendency of this contract, it is hereby expressly agreed that every receipt by any one of the surviving partners shall, if so signed as aforesaid, be good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the Commissioner or the Corporation may hereafter have against the legal representatives of any partners so dying or in respect of any breach of any of the conditions thereof, provided also that nothing in this clause contained shall be deemed prejudicial or affect the respective rights or obligations of the selected System Integrator and of the legal representatives of any deceased System Integrator interest.

9.24 Proprietary data

All documents and other information supplied by the department or submitted by the System Integrators to BMC Authority shall remain or become the property of BMC Authority. The System Integrators must treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid response. BMC Authority will not return any Bid response, or any information provided along therewith.

9.25 Correspondence with the System Integrator

Save and except as provided in this TENDER, BMC Authority shall not entertain any correspondence with any System Integrator in relation to the acceptance or rejection of any Application.

9.26 Taxes

- a) G.S.T. and other state levies/ cess which are not subsumed under GST will be applicable. The bidder shall quote prices inclusive of all taxes. It should be clearly understood that BMC will not bear any additional liability towards payment of any Taxes & Duties.
- b) Wherever the services to be provided by the System Integrators falls under Reverse Charge Mechanism, the price quoted shall be exclusive of GST, but inclusive of Taxes/ Duties/ Cess other than GST, if any.
- c) Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/ any other levies/ tolls etc. except that payment/ recovery for overall market situation shall be made as per price variation.
- d) "Chapter "XXI Miscellaneous, section 171 (1) of GST Act, 2017 governs the 'Anti Profiteering Measure' (APM).

- e) As per provision of section, 'Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.'
- f) Accordingly, the contractor should pass on the complete benefit accruing to him on account of reduced tax rate or additional input tax credit, to BMC.
- g) Further, all the provisions of GST Act will be applicable to the tender. “

9.27 Contract Execution

All required documents for execution of the contract shall be submitted within 45 days from the date of issue of Letter of Acceptance. If the documents are not submitted within the stipulated time a penalty of ₹ 5000/- per day will be applicable to the bidder. All contract documents need to be duly affixed with stamp duty properly signed along with evidence/proof of payment of security/contract deposit/ within 30 working days from the date of letter of acceptance received by him / her.

If the amount of the Contract Deposit to be paid above is not paid within 30 working days from the date of issue of Letter of Acceptance, the Tender / System Integrator already accepted shall be considered as cancelled and legal steps be taken against the bidder for recovery of the amounts.

The amount of Performance Bank Guarantee (PBG) retained by the BMC shall be released after expiry of period up to which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete the rectification work within the period up to which the contractor has agreed to maintain the work in good order, the amount of Performance Bank Guarantee (PBG) retained by BMC shall be adjusted towards the excess cost incurred by the department on rectification work.

9.28 Contract may be rescinded and Performance Bank Guarantee (PBG) forfeited for bribing a public officer or if System Integrator becomes insolvent

If the selected System Integrator assigns or sublets his Works or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the selected System Integrator or any of his servants or agents through any public officer, or person in the employ of BMC/Govt. in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Project Engineer In-charge may thereupon, by notice in writing rescind the contract and the Performance Bank Guarantee (PBG) of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of BMC and the same consequences shall ensure as if the contract had been rescinded under above clause here of; and in addition, the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

9.29 Fees

The fees shall be inclusive of Goods & Service Tax, Income Tax, duties, fees, levies, charges, and commissions etc. as applicable under the relevant Laws of India. Should there be a change in applicable taxes, the actual taxes on the date of billing would prevail.

9.30 Payment Terms

BMC shall pay the selected System Integrator against each item as per the payments terms mentioned below:

| Sr. No. | Delivery milestones | Activity description | Payment Terms |
|---------|---|---|--|
| 1. | Supply and Installation of COTS Server BI Software | Supply and Installation of Server BI COTS software as per specifications and Operation and Maintenance of Software for the contract period | 80 % on delivery and installation acceptance and remaining 20% after successful BI Integration with current Capital Value based Property Tax System |
| 2. | Security audit (Safe to host) certification of Capital Value based Property Tax System from CERT-IN empanelled Agency | Safe to host certificate from CERT-IN empanelled Agency. Certification of the Capital Value based Property Tax System shall be on yearly basis or after implementation of major changes in the system | 100% against submission of Audit Certificate issued by CERT-IN Empanelled Agency along with compliance report on the audit observations noted during audit |
| 3. | End-to-End Monitoring and Operation and Maintenance of supporting infrastructure of Capital Value based Property Tax System (Production, Test and Development environments) | End-to-End Monitoring and Operation and Maintenance of supporting infrastructure of Capital Value based Property Tax System and linked systems (Production, Test and Development environments), migration of the database and other project specific activities | 100% on quarterly basis after completion of the quarter and submission of following documents by the selected System Integrator: <ol style="list-style-type: none"> 1. Valid invoice for the quarter 2. Monthly activity report on Operation and Maintenance of the mentioned systems including database backup, restoration, DR drills, database/system upgrades, etc. 3. Database migration acceptance report of the concerned quarter 4. Root Cause Analysis (RCAs) reports (as applicable) |
| 4. | End to End Operation and Maintenance and | Type of manpower to be deployed onsite are as mentioned below for Operation & Maintenance, | 100% on quarterly basis after completion of quarter and submission of following documents |

| | | | |
|----|--|--|--|
| | Enhancement of Capital Value based Property Tax System and its Integrations through deployment of resources onsite | development of BI based solution, Enhancement of Existing Capital Value based Property Tax System and its integrations with external systems 1. Software Project Manager – 01 no. 2. Software Team leader – 02 nos. 3. Software developer including BI developers – 5.5 nos. 4. Software Tester – 01 no. | by the selected System Integrator: 1. Valid invoice for the quarter 2. Monthly attendance of each onsite deployed member 3. Monthly activity report and utilization of each deployed member including bug resolution, enhancement development, integration development, BI solution / functionality development etc. 4. Root Cause Analysis (RCAs) reports 5. Summary report about deliveries in the quarter 6. Manpower deployed under change request (As per resources and time) |
| 5. | Technical staff for application support – 10 nos. | Deployment of application support staff onsite as per requirement to support the System’s call logs specific issues raised by the users | 100% on quarterly basis after completion of quarter and submission of following documents by the selected System Integrator: 1. Valid invoice for the quarter 2. Monthly attendance of each deployed member 3. Monthly activity report of each deployed member including no. of calls attended, resolved etc. 4. Root Cause Analysis (RCAs) reports 5. Summary report of deliveries of the quarter 6. Manpower deployed under change request (As per resources and time) |
| 6 | Maintenance of COTS Server BI Software | Maintenance of COTS Server BI Software for 4 years | ➤ 1 st year maintenance - 100% advance ➤ 2 nd year maintenance - 100% advance ➤ 3 rd year maintenance - 100% advance ➤ 4 th year maintenance - 100% after completion of the year |

The payment terms are linked with direct deliverable, deployment of the team onsite and the commercials mentioned in the commercial bid. BMC shall issue Purchase / Work Order for the items listed above along with payment terms.

Disbursement of payment to the selected System Integrator shall be based on deployment of resources and delivery of tasks/milestones mentioned in the timelines.

Other applicable Conditions:

1. Payment will be made by Assessment and Collection department.
2. Adherence to timelines is critical for the success of the contractual deliverables. Failure to comply with timelines shall attract penalties.
3. If the selected System Integrator is liable for any penalty as per the SLA (refer to the related clause of this agreement), the same shall be adjusted from payments due to the System Integrator.

4. BMC shall release the payment within 30 days of submission of valid invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed as per the defined task of the project by meeting the SLA Criteria. BMC shall be entitled to delay or withhold the payment of a disputed invoice or part of it delivered by selected System Integrator, when BMC disputes such invoice or part of it, provided that such dispute is bonafide.
5. It is mandatory for the successful bidder to open a bank account in any of the banks approved by BMC (Specified in Annexure V of the bid document) for easy and quick payments. All payments under the contract will be made only in this bank account through Electronic Clearing System viz. RTGS/NEFT/CBS.
6. BMC at its own discretion may decide to release the partial payment (up to 30%) for specific milestones, acceptance of which got delayed for reasons not attributable to the selected System Integrator. In such cases the remaining 70% shall be released on full acceptance of that particular milestone by BMC.
7. No payment made by BMC herein shall be deemed to constitute acceptance by BMC of the system or any module(s).
8. In case deployment of BI COTS software is delayed, the corresponding operations and maintenance phase period if any shall start after the Go-Live acceptance has been completed.
9. A Project Implementation Committee (PIC) shall be constituted which will be responsible to monitor the performance of the selected System Integrator and recommend for the payment.
10. If the selected System Integrator is liable for any penalty/liquidated damages as per the SLA mentioned in this document, the same shall be adjusted from immediately next line item / quarterly payments of the selected System Integrator.
11. All payments shall be made for the corresponding goods or services actually delivered, installed, or operationally accepted, per the Contract Implementation Schedule, at unit prices and in the currencies specified in the Commercial Bids.
12. Performance of work undertaken by the selected System Integrator shall be diligently monitored by the A&C department and it will be evaluated with respect of success of the contract from time to time. The selected System Integrator shall submit the requisite deliverables and satisfactorily perform work as specified under the contract with BMC. The requisite payment shall be released by the BMC upon acceptance of the deliverables and satisfaction with work performed by the selected System Integrator and submission of acceptance report / satisfaction certificate.
13. If the deliverables submitted / work performed by the selected System Integrator is not acceptable to the BMC, payments shall not be released. This is without prejudice to the BMC's right to levy any penalties based on the Service Levels agreed between the BMC and the selected System Integrator. In such case, the payment shall be released only after re-submission of deliverable and acceptance of the same by the BMC.
14. No paid leaves are permitted within the scope of this tender. Monthly absents shall be deducted on prorate basis of individual team member deployed onsite as per contract.

9.31 Service Level Agreements (SLA)

- The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the System Integrator to the department during the contract period.
- Timelines and deployment of resources shall form the Service Levels for delivery of required services during the contract period.
- All the payments to the System Integrator are linked to the compliance with the SLA metrics specified in this document.
- The project Service Level Agreement are proposed to be performance based. For purposes of Service Level Agreement, the definitions and terms as specified along with the following terms shall have the meanings set forth below:

1. “Uptime” shall mean the time duration for which the specified services / components with specified technical and service standards are available for the application. Uptime, in percentage, of any component (Non-IT and IT) can be calculated as:

$$\text{Uptime} = \{1 - [(\text{System Downtime}) / (\text{Total Time} - \text{Planned Maintenance Time})]\} \times 100.$$

This uptime calculation will be applicable to only those services rendered by the selected SI during the contract period.

2. “Downtime” shall mean the time period for which the specified services / components with specified technical and service standards are not available for the users, the scheduled outages / planned maintenance time planned in advance for application. The planned maintenance time / scheduled downtime will include activities like software / OS upgrades, new module deployment, patch management, security software installations, bill generation, etc. System down due to failure of hardware and network shall not be considered under this head.
3. The System Integrator shall be required to schedule a ‘planned maintenance time’ with prior approval of department. This shall be planned outside working time. In exceptional

circumstances, department may allow the System Integrator to plan scheduled downtime in the working hours.

4. "Incident" refers to any event / abnormalities in the functioning of the application, infrastructure and services that may lead to disruption in normal operations.
 5. "Maintenance Support" shall mean the 16 x 7 x 365 (considering available on phone, e-mail, WhatsApp etc. beyond office hrs.) support for handling reported faults in the system.
 6. "Response Time" shall mean the time incident/call log is reported to the technical support team and a tech-support staff is assigned for the issue / call.
 7. "Resolution Time" shall mean the time taken (after the issue / incident has been reported at the call log system), in resolving (diagnosing, troubleshooting, and fixing) or escalating (to the second level) getting the confirmatory details about the same from the System Integrator and conveying the same back to the end user), the services related troubles during the first level escalation.
- The resolution time shall vary based on the severity of the issue / incident reported at the call log system. The severity would be as follows:
 1. **Critical / High:** The application is down impacting critical business functions or multiple modules/functions down impacting users on daily operations, or any module /functionality deemed as highly critical by the department.
 2. **Medium:** One module/functionality down impacting critical business functions having major impact on daily operations.
 3. **Low:** Loss of business functionality for less than 2 users impacting day to day operations or minor functionality down impacting less than 2 users.

The SLAs have been logically segregated in the following categories:

1. Milestone delivery and Team mobilization
2. Manpower availability
3. Implementation of Additional Tasks & Enhancements in Enterprise Property Tax System
4. Call Logs Resolution and Submission of Root Cause Analysis during Contract Period
5. Information Security compliance
6. Implementation of new requirements (Applicable during enhancements, additional functionalities, BI based solution development, requirement of additional resources, requirement of additional database service etc.)
7. Reports submission during the contract period
8. System support, migration of database and migration of system to other cloud environment
9. Disaster Recovery
10. Takeover of Systems from existing System Integrator

Information Security compliance

Commencement of SLA: The SLA shall be applicable from the date of issue of work order to the selected System Integrator. The penalty will be deducted from the next payment milestone of the corresponding activity during the contract period.

T=Date of issuance of purchase/work order to the selected System Integrator

Milestone delivery and Team mobilization

| Sr. | Parameter | Metric | Basis | Penalty* |
|-----|-----------|--------|-------|----------|
|-----|-----------|--------|-------|----------|

Bid Document for Maintenance and Enhancement of Existing CV Based Property Tax System

| No. | | | | |
|------------------------------|---|---|---------------------|--|
| 1. | Adherence to planned schedule for milestone delivery. <ul style="list-style-type: none"> Team mobilization after issue of purchase/work order Delivery, installation, and integration of BI tool with the existing system | The delay for each milestone as per the planned schedule without a justified reason agreed and approved by BMC. Thereafter penalty shall be levied on daily basis. | Daily | ₹ 10,000 per day up to maximum 10% of contract value post which BMC may invoke annulment of the contract. |
| Manpower availability | | | | |
| Sr. No. | Parameter | Metric | Basis | Penalty* |
| 1. | Manpower availability and present during the contract period | 100% as per requirement | Daily, Per resource | <ul style="list-style-type: none"> In case the resource is not available or not deployed on job for continuous 5 working days due to shortage, the penalty of ₹ 10,000 per week shall be imposed during and after 5 days. In case the resource is not present for continuous 5 working days, the penalty of ₹10,000 per day shall be imposed In case the resource is absent for any working day, the payment of that resource shall be deducted on prorate basis from the running quarter bill. |
| 2. | Replacement of resources during the contract period | Within 15 days of release of existing resource initiated either by A&C department or by selected System Integrator. The resource should be of equivalent or with higher qualification and experience. | Per occurrence | ₹ 10,000 per week of delay for deployment of equivalent or higher qualified and higher experienced alternate resource. In the event if selected System Integrator fails to replace the resource or as per the directions given by A&C department from time to time, A&C department reserves the right to procure similar services from market as alternate sources at the risk, cost, and responsibility of selected System Integrator. Before taking such a decision, |

| | | | | A&C department shall serve a notice period of 15 days to the selected System Integrator. |
|--|---|---|--|---|
| Implementation of Additional Tasks & Enhancements in Enterprise Property Tax System | | | | |
| Sr. No. | Parameter | Metric | Basis | Penalty* |
| 1. | Submission of deliverables as relevant to the individual milestones / stages. Various deliverables such as: <ul style="list-style-type: none"> • Inception Report • Project Plan • Test Plan • Design Documents • FRS • SRS as applicable • Test Cases and results • User Manuals • Training Manual • Technical Documents • Application • Mobile App | Submission within 10 days of the completion of the individual milestone. | Per day | ₹ 10,000 per day up to maximum 10% of contract value post which BMC may invoke annulment of the contract. |
| 2. | Application Uptime <ul style="list-style-type: none"> • Database Server Uptime • Application Server / Web Server uptime • BI sever uptime • All security systems uptime (System monitoring report to be submitted on weekly basis) | >= 99.95% | Per occurrence. This will be calculated on weekly basis during contract period | ₹ 5000 per instance, subject to a maximum of 10 % of the total contract value, post which BMC may invoke Annulment of the contract. |
| Call Logs Resolution and Submission of Root Cause Analysis during Contract Period | | | | |
| Sr. No. | Parameter | Target | Basis | Penalty* |
| 1. | Severity 1 Call Log (Critical/High) (Based on the call log type, this severity shall be assigned and informed to the selected System Integrator) | Resolution Time: <= 8 Hrs. from the time the issue is logged by end user. | Daily from next day onwards | ₹10000 per day, subject to a maximum of 10 % of the total contract value, post which BMC may invoke Annulment of the contract. |
| 2. | Severity 2 Call Log (Medium) (Based on the call log type, this severity shall be assigned and informed to the selected System Integrator) | Resolution Time: <= 2 Days from the time the issue is logged by end user. | Daily after 2 calendar days | ₹ 6000 per day, subject to a maximum of 10 % of the total contract value, post which BMC may invoke Annulment of the contract. |
| 3. | Severity 3 Call Log (Low) (Based on the call log type, this severity shall be assigned and informed to the selected System Integrator) | Resolution Time: <= 5 Days from the time the issue is logged by end user. | Daily after 5 calendar days | ₹ 4000 per day, subject to a maximum of 10 % of the total contract value, post which BMC may invoke Annulment of |

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|----|--|--|----------------|---|
| | | | | the contract. |
| 4. | Submission of Root Cause Analysis (RCA) of the call log | Delivery of RCA document on or before the call log resolution date | Call log based | ₹ 5000 per day subject to a maximum of 10 % of the total contract value, post which BMC may invoke Annulment of the contract. |

Information Security compliance

| Sr. No. | Parameter | Metric | Basis | Penalty* |
|---------|---|----------------|----------------|---|
| 1. | Application Security Cyber Crime / Hacking /Data Theft / Fraud attributable to the selected System Integrator | Per occurrence | Per occurrence | Penalty of ₹ 1,000,000/- would be charged on default of this service condition subject to a maximum of 10% of contract value post which BMC may invoke annulment of the contract. |
| 2. | The successful bidder shall have to maintain strict privacy and confidentiality of all the data accessible to its staff. Adequate provisions to be made for not allowing unrestricted access to the data to people in the organization who have not got the necessary permissions. Successful bidder cannot sell or part with any data in any form. | Per occurrence | Per occurrence | Penalty of ₹ 1,000,000/- would be charged on default of this service condition subject to a maximum of 10% of contract value post which BMC may invoke annulment of the contract. |

Implementation of new requirements (Applicable during enhancements, additional functionalities, BI based solution development, requirement of additional resources, requirement of additional database services etc.)

| Sr. No. | Parameter | Metric | Basis | Penalty* |
|---------|--|---|-----------------------|---|
| 1. | Criticality of Change – Low (Criticality of the change shall be mutually discussed and finalized before handing over to selected System Integrator) | < T, where T is the timeframe for completion of the Change (enhancement /addition) request as agreed upon by BMC and selected System Integrator | Weekly per Occurrence | ₹ 1500 per week for each occurrence, subject to a maximum of 10% of contract value post which BMC may invoke annulment of the contract. |
| 2. | Criticality of Change – Medium (Criticality of the change shall be mutually discussed and finalized before handing over to selected System Integrator) | < T, where T is the timeframe for completion of the Change (enhancement /addition) request as agreed upon by BMC and selected System Integrator | Weekly per Occurrence | ₹ 2500 per week for each occurrence, subject to a maximum of 10% of contract value post which BMC may invoke annulment of the contract. |
| 3. | Criticality of Change – | < T, where T is the | Weekly per | ₹ 5000 per week for each |

| | | | | |
|----|--|---|------------------------------|---|
| | High (Criticality of the change shall be mutually discussed and finalized before handing over to selected System Integrator) | timeframe for completion of the Change (enhancement /addition) request as agreed upon by BMC and selected System Integrator | Occurrence | occurrence, subject to a maximum of 10% of contract value post which BMC may invoke annulment of the contract. |
| 4. | Requirement of additional resource anytime during contract period | Deployment of the approved additional resource onsite within 15 days | Daily after 15 calendar days | ₹ 5000 per day subject to a maximum of 10 % of the total contract value, post which BMC may invoke Annulment of the contract. |

Reports submission during the contract period

| Sr. No. | Parameter | Measurement | Penalty* |
|---------|---|---|---|
| 1. | Weekly status report | Delivery of the report on weekly basis on every Monday | ₹ 2000 per day per report subject to a maximum of 10 % of the total contract value, post which BMC may invoke Annulment of the contract. |
| 2. | Monthly project status report and Activity report of individual employee | Delivery of the report on monthly basis on 5 th day of every month with the project details of previous month and activity report of individual team member deployed on-site | ₹ 2000 per day per report from 6 th day of the moth subject to a maximum of 10 % of the total contract value, post which BMC may invoke Annulment of the contract. |

System support, Migration of database and migration of system to other cloud environment

| Sr. No. | Parameter | Measurement | Penalty* |
|---------|--|--|---|
| 1. | Migration of System database to latest selected database | Delay in migration of mutually agreed schedule on per day basis And Less/missing data content in migrated database than existing system database | ₹ 10,000 per day of delay than mutually agreed schedule subject to a maximum of 10 % of the total contract value, post which BMC may invoke Annulment of the contract. And ₹ 100,000 > 0 Byte of data loss / every missing record/ file /table /schema missing in migrated database than existing or prior migration system database subject to a maximum of 10 % of the total contract value, post which BMC may invoke Annulment of the contract. |

Bid Document for Maintenance and Enhancement of Existing CV Based Property Tax System

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|----|--|---|--|
| 2. | Migration of System to new cloud environment | Delay in migration of mutually agreed schedule on per day basis | ₹ 10,000 per day of delay than mutually agreed schedule subject to a maximum of 10 % of the total contract value, post which BMC may invoke Annulment of the contract. |
| 3. | Scheduled downtime for System Maintenance | System down for more than approved time | ₹ 5000 per hour subject to a maximum of 10 % of the total contract value, post which BMC may invoke Annulment of the contract. |
| 4. | Installation/Upgradation of packages, updates, upgrades and patches of OS, Database, BI software as and when available and provided by OEM within three months and critical Patches /updates to be done within 10 days from the release by OEM | Per occurrence | ₹ 5000 per day subject to a maximum of 10 % of the total contract value, post which BMC may invoke Annulment of the contract. |

Disaster Recovery

| Sr. No. | Parameter | Measurement | Penalty* |
|---------|---|--|---|
| 1. | Mock drill (Schedule shall be finalized with the selected System Integrator and Cloud Service provider) | <ul style="list-style-type: none"> To be conducted every 6 months as per the agreed schedule Successful switch over and operation of application | ₹ 5,000 for delay of each week subject to a maximum of 10 % of the total contract value, post which BMC may invoke Annulment of the contract. |

Takeover of Systems from existing System Integrator

| Sr. No. | Parameter | Measurement | Penalty* |
|---------|---|--|---|
| 1. | Missing in takeover of project specific details from existing System Integrator | <ul style="list-style-type: none"> Missed takeover of any database specific document, schema, design specific information, data or any critical information during handover-takeover period Missed takeover of system credentials of all servers Missed takeover of any application source code, application and system architecture and associated documents Missed takeover of server IPs, ports, access credentials, policies and any specific information Missed takeover of any detail about integrations systems Missed takeover of metadata | ₹ 100,000 for any takeover missing subject to a maximum of 10 % of the total contract value, post which BMC may invoke Annulment of the contract. |

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| | | <ul style="list-style-type: none"> • Missed takeover of technology stack • Missed takeover of any critical information that is required at any time during contract period | |
|--|--|--|--|

Penalty* - Penalty would be applicable if the delay is solely attributable to the bidder.

Notes & Definitions:

- Severity 1 (Critical/High): The Enterprise Capital Value based property tax system down affecting critical business functions OR multiple critical functions down affecting users on daily operations OR any module/ function deemed as highly critical by department.
- Severity 2 (Medium): One Enterprise Capital Value based property tax system module / functionality down affecting critical business functions OR Multiple critical functions down affecting users having a major impact on daily operations.
- Severity 3 (Low): Loss of business functionality for 10 or more users affecting day-to-day operations.
- Response Time: Response time is defined as the time the technical support team of selected System Integrator takes to respond from the time that log / ticket was raised.
- Resolution Time: Resolution time is defined as the time the selected System Integrator takes to resolve the issue or provide acceptable workaround for the issue.
- The offered solution should be able to generate reports based on the time taken for resolving issues logged by the users.
- The selected System Integrator should also have a performance-monitoring tool to generate reports for measuring SLAs related to performance and submit those reports on monthly basis. Additionally, BMC may request for transactional data including performance parameters to be reported as required.
- The selected System Integrator should also have/using existing one as a help desk-monitoring tool to generate reports for measuring SLAs related to help desk performance and submit those reports on weekly basis. Additionally, BMC may request for transactional data including performance parameters to be reported as required.
- The down time shall be calculated on instance basis. Non-adherence to any of the services as mentioned below shall lead to penalty as per the SLA clause and will be used to calculate downtime. The downtime calculated shall not include the following:
 - Down time due to hardware, software application and network which is owned by BMC at their premises, and which is not as part of scope in this tender.
 - Negligence or other conduct of BMC or its agents, including a failure or malfunction resulting from applications or services provided by BMC or its vendors.
 - Failure or malfunction of any equipment or services not provided by the bidder.

However, it is the responsibility of the selected System Integrator to prove that the outage is attributable to BMC. The selected System Integrator shall obtain the proof authenticated by the BMC's official that the outage is attributable to the BMC.
- The selected System Integrator shall deploy sufficient manpower suitably qualified and experienced

in shifts as per requirement to meet the SLA. The selected System Integrator shall appoint as many team members as deemed fit by them, to meet the time Schedule and SLA requirements.

- The selected System Integrator shall be fully responsible for any legal risk arising out of employee disputes. Employees of the selected System Integrator cannot claim themselves as employees of the BMC and are not liable for any facilities and perks provided to BMC employees.
- Once a maximum penalty of 10% of the contract value is reached, BMC has the right to call for the annulment of contract.

9.32 Professional Project Management

The selected System Integrator shall execute the project with complete professionalism and full commitment to the scope of work and the prescribed service levels. The selected System Integrator shall attend regular Project Review Meetings scheduled by BMC and shall adhere to the directions given during the meeting. Following responsibilities are to be executed by the selected System Integrator in regular manner to ensure the proper management of the project:

- Finalization of the Project plan in consultation with BMC and its consultant. Project Plan should consist of work plan, communication matrix, timelines, Quality Plan, Configuration Management Plan, etc.
- Plan and deploy/allocate the resources in conjunction with the Project Plan and to execute roles and responsibilities against each activity of the project plan
- Preparation and regular update of the Risk Register and the Mitigation Plan. Timely communication of the same to all the identified project stakeholders
- Submission of Weekly Project Progress/Status Reports
- Monthly Compliance report, which will cover compliances to Project Timelines, Project Team, Software delivered, support services offered, SLAs, etc.

9.33 Utilization of assets during the contract period

The selected System Integrator shall:

- Take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the project and other facilities leased/owned by the selected System Integrator exclusively in terms of the delivery of the services as per this CA (hereinafter the "Assets") in proportion to their use and control of such Assets which will include all upgrades/enhancements and improvements to meet the needs of the project arising from time to time
- Term "Assets" also refers to all the hardware / Software / furniture / data / documentations / manuals / catalogues / brochures / or any other material procured, created, or utilized by the selected System Integrator
- Keep all the tangible Assets in good and serviceable condition (reasonable wear and tear accepted) suitably upgraded subject to the relevant standards as stated in the bid to meet the SLAs mentioned in the contract and during the entire term of the Agreement
- Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets and which are provided to the selected System Integrator shall be followed by the selected System Integrator and any person who will be responsible for the use of the Asset
- Take such steps as may be recommended by the manufacturer of the Assets and notified to the selected System Integrator or as may be necessary to use the Assets in a safe manner

- To the extent that the Assets are under the control of the selected System Integrator, keep the Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them
- Not, knowingly, or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law
- Use the Assets exclusively for the purpose of providing the Services as defined in the contract
- Ensure the integration of the software with hardware to be setup and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to BMC of this Project in an efficient and speedy manner
- The selected System Integrator shall not use BMC's data to provide services for the benefit of any third party, as a service bureau or in any other manner

9.34 Security and safety

1. The selected System Integrator shall comply with the directions issued from time to time by BMC and the standards related to the security and safety in so far as it applies to the provision of the Services.
2. Adherence to basic eGovernance Guidelines and Standards for data structure (if any) shall be adhered to.
3. The selected System Integrator shall also comply with BMC / Government of Maharashtra's / Government of India's Information Technology security and standard policies in force from time to time as applicable. BMC shall share the relevant guidelines and standards to the selected System Integrator upon signing of the CA.
4. The selected System Integrator shall use reasonable endeavors to report forthwith in writing to all the partners / contractors about the civil and criminal liabilities accruing due to any unauthorized access (including unauthorized persons who are employees of any Party) or interference with BMC's data, facilities, or Confidential Information.
5. The selected System Integrator shall upon reasonable request by BMC or his/her nominee(s) participate in regular meetings when safety and Information Technology security matters are reviewed.
6. The selected System Integrator shall promptly report in writing to BMC any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at BMC.
7. The selected System Integrator shall conduct vulnerability and penetration test (from a third-party testing agency which is CERT-IN empaneled) on the enterprise Capital Value based Property Tax Solution annually or after incorporation of major changes in the Production/Live version and submit the report / certificate to BMC. The selected System Integrator needs to update the system in response to any adverse findings in the report, without any additional cost to BMC. BMC may also depute auditors to conduct security check/ vulnerability test/penetration test.
8. The selected System Integrator and its project team must maintain the confidentiality and security of data in true spirit. In no case, breach in security of data will be acceptable. Violation of this clause may lead to severe penalties, maximum up to termination of involved agency as decided by tender issuing authority. In this regard, the selected System Integrator has to comply with the following:
 - i) **Non-Disclosure Agreement**

Selected System Integrator has to sign Non-Disclosure Agreement with BMC. It will be System Integrator's responsibility to get this agreement signed along with contract agreement. Format of Draft NDA is attached in **Annexure VIII**.
 - ii) **Audit Trails**

Enterprise Capital Value based Property Tax solution to be maintained and enhanced by selected System Integrator should maintain audit trail of all the work done and as suggested by the department during contract period.

iii) **Confinement of data**

Any data or related document (both in physical and electronic format) being used for Capital Value based Property Tax solution shall not be allowed to be taken outside without the permission of Head of the department.

iv) **Use of data storage devices**

Before the start of the work, System Integrator may proactively take permission from BMC regarding use of following electronic gadgets mainly Pen Drive, Hard Disk, CD/DVD, Internet dongles, Camera/Camcorder, Mobile phones having camera or storage facility, any other device capable of storing or capturing data in any format by its staff in following draft format:

- ✓ Name of staff members to be given access
- ✓ Type of device to be allowed
- ✓ Company/Make/Model of device
- ✓ Any other information required to identify device
- ✓ Reason for permission

BMC may also ask selected System Integrator to take such permissions specifically for any project.

9.35 Indemnity

The selected System Integrator agrees to indemnify and hold harmless BMC, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from:

- 1) Any misstatement or any breach of any representation or warranty made by the System Integrator or
- 2) The failure by the System Integrator to fulfill any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the System Integrator. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created by System Integrator pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by System Integrator or sub-contractors pursuant to this Agreement, or the SLAs:
 - (i) infringes a copyright, trademark, trade design enforceable in India,
 - (ii) infringes a patent issued in India, or
 - (iii) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by:
 - (a) 'Maintenance and Enhancement of Existing Capital Value Based Property Tax System' by itself or through other persons other than selected System Integrator or its sub-contractors,
 - (b) Third Parties (i.e., other than selected System Integrator or sub-contractors) at the direction of BMC, or
- 3) Any compensation / claim or proceeding by any third party against BMC arising out of any act, deed, or omission by the selected System Integrator or

4) Claim filed by a workman or employee engaged by the selected System Integrator for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

5) Any act / deed done by its workmen whether civil or criminal which is beyond the terms of this contract

Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

9.36 Third Party Claims

a. Subject to Sub-clause (b) below, the selected System Integrator (the “Indemnified Party”) from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favor or any person, corporation, or other entity (including the Indemnified Party) attributable to the Indemnifying Party’s performance or non-performance under this Agreement or the SLAs.

b. The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:

- i. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise.
- ii. The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation, and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.
- iii. If the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.
- iv. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party.
- v. System Integrator hereby indemnify and hold indemnified BMC harmless from and against any and all damages, losses, liabilities, expenses including legal fees and cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.
- vi. All settlements of claims subject to indemnification under this Article will:
 - (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; and
 - (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement.
- vii. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings.

- viii. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates.
- ix. In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, and on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates.

System Integrator will defend or settle third party claims against BMC solely attributable to the System Integrator's infringement of any copyrights, trademarks or industrial design rights alleged to have occurred in respect of System Integrator branded hardware/software/deliverables etc. (together "deliverables") supplied by the System Integrator. The System Integrator shall pay all costs, damages, and attorney's fees that a court finally awards.

BMC shall provide the System Integrator with prompt notice of such claim and extend full cooperation and assistance, information, and authority reasonably necessary to defend or settle such claim. The System Integrator will have adequate opportunity to control the response thereto and the defense thereof.

Further as an exclusion, the System Integrator shall have no obligation for any claim of infringement to the extent arising from use of the deliverables in a way not indicated in the statement of work or in any specifications or documentation provided with such deliverable.

9.37 Publicity

Any publicity by the selected System Integrator in which the name of BMC is to be used should be done with the explicit written permission of The Municipal Commissioner, Assessor and Collector (Assessment and Collection department), Brihanmumbai Municipal Corporation.

9.38 Warranties

- a. The selected System Integrator warrants and represents to BMC that:
 - i. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement.
 - ii. This Agreement is executed by a duly authorized representative of the selected System Integrator.
 - iii. It shall discharge its obligations under this Agreement with due skill, care, and diligence so as to comply with the service level agreement.
- b. In the case of SLAs, the selected System Integrator warrants and represents to BMC, that:
 - i. The selected System Integrator has full capacity and authority and all necessary approvals to enter and perform its obligations under the SLAs and to provide the Services.
 - ii. The SLAs shall be executed by a duly authorized representative of the selected System Integrator.
 - iii. The Services will be provided and rendered by appropriately qualified, trained, and experienced personnel as mentioned in the bid.
 - iv. The selected System Integrator has and shall have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware, and software to enable it to provide the Services.

- v. The Services will be supplied in conformance with all laws, enactments, orders, and regulations applicable from time to time.
- vi. The selected System Integrator shall warrant that the solution provided under the contract is new, of the most recent higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.
- vii. The selected System Integrator shall ensure defect free operation of the entire solution and shall replace any such components, equipment, software and hardware which are found defective and during the entire contract period; the selected System Integrator shall apply all the latest upgrades/patches/releases for the software after appropriate testing. No additional costs shall be paid separately for the warranty other than what are the costs quoted by the System Integrator and as specified in the contract.
- viii. If the selected System Integrator uses in the course of the provision of the Services, components, equipment, software and hardware manufactured by any third party and which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass-through third-party manufacturer's Warranties relating to those components, equipment, software and hardware to the extent possible.

The selected System Integrator shall repair/correct the warranty defect in the System Integrator's branded hardware/ software or correct a material non-conformance to specifications in accordance with the terms and conditions mutually agreed between the parties during the agreed warranty period and in accordance with the terms of the respective OEMs/Software vendors. Further, selected System Integrator shall not be responsible for any breach of warranty or support resulting from unauthorized changes made to the software/hardware supplied by it.

Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the selected System Integrator is unable to meet the obligations pursuant to the Implementation of the project, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, BMC shall have the option to invoke the Performance Guarantee after serving a written notice of thirty (30) days to the selected System Integrator.

9.39 Force Majeure

The selected System Integrator shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the "reasonable" control of the selected System Integrator, not involving the selected System Integrator's fault or negligence and not foreseeable. Unforeseen circumstances or causes beyond the control of the System Integrator include but are not limited to acts of God, war, riot, acts of civil or military authorities, fire, floods, accidents, terrorist activity, Epidemic, Pandemic, strikes or shortages of transportation facilities, fuel, energy, labor or material.

For the System Integrator to take benefit of this clause it is a condition precedent that the selected System Integrator must promptly notify BMC, in writing of such conditions and the cause thereof within five (5) calendar days of the arising of the Force Majeure event. BMC, or the consultant / committee appointed by BMC shall study the submission of the selected System Integrator and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by BMC in writing, the selected System Integrator shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, BMC and the selected System Integrator shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of BMC shall be final and binding on the selected System Integrator.

9.40 Resolution of Disputes

BMC and the selected System Integrator shall make every attempt to resolve dispute amicably, by direct information, negotiations of any disagreement or dispute arising between them under or in connection with this Agreement. All differences disputes arising under and out of these present, or in connection with this Agreement shall be referred to the Municipal Commissioner of BMC and the decision of the Municipal Commissioner shall be final and binding on both the Parties.

9.41 Risk Purchase Clause

In the event selected System Integrator fails to execute the project as stipulated in the CA, or as per the directions given by BMC from time to time, BMC reserves the right to procure similar services from the next eligible bidder or from alternate sources at the cost of the selected System Integrator. Before taking such a decision, BMC shall serve a notice period of one month to the selected System Integrator.

The 30 days' notice period shall be considered as the 'Cure Period' to facilitate the System Integrator to cure the breach. The provision for Risk Purchase shall be evoked in the event the selected System Integrator fails to correct the breach within the 'Cure Period'. Further, the selected System Integrator's liability to pay shall be set as 25% of the value of the undelivered services.

9.42 Limitation of Liability towards BMC

The selected System Integrator's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The selected System Integrator shall be liable to BMC for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the System Integrator and its employees, including loss caused to BMC on account of defect in goods or deficiency in services on the part of System Integrator or his agents or any person / persons claiming through or under said System Integrator.

The selected System Integrator's aggregate liability in connection with obligations undertaken as a part of this contract regardless of the form or nature of the action giving rise to such liability, shall be at actual and limited to the amount paid by BMC for:

- a. The particular software supply and services provided during the twelve (12) months immediately preceding the date of the claim that in each case is the subject of the claim.

This limit shall not apply to damages for bodily injury (including death) and damage to real property and tangible personal property for which the selected System Integrator is legally liable.

9.43 Conflict of Interest

The selected System Integrator shall disclose to BMC in writing, all actual and potential conflicts of interest that exist, arise, or may arise (either for the selected System Integrator or its team) in the course of performing the Services as soon as it becomes aware of such a conflict. The selected System Integrator shall

hold BMC's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.

9.44 Data Ownership

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

The ownership of the application and the data shall rest with BMC.

9.45 Fraud and Corruption

BMC requires that selected System Integrator must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, BMC defines, for the purpose of this provision, the terms set forth as follows:

- a. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of BMC in contract executions.
- b. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to BMC, and includes collusive practice among System Integrators (prior to or after bid submission) designed to establish bid prices at artificially high or non-competitive levels and to deprive BMC of the benefits of free and open competition.
- c. "Undesirable practice" means:
 - (i) establishing contact with any person connected with or employed or engaged by BMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
 - (ii) having a Conflict of Interest.
- d. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- e. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

If it is noticed that the selected System Integrator has indulged into the Corrupt / Fraudulent / Undesirable / Coercive practices, it will be a sufficient ground for BMC for termination of the contract and initiate blacklisting or debar.

9.46 Exit Management

i. Exit Management Purpose

This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

The exit management period starts, in case of expiry of contract, at least 6 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of

termination is sent to the System Integrator. The exit management period ends on the date agreed upon by BMC or three months after the beginning of the exit management period, whichever is earlier.

ii. Confidential Information, Security and Data

System Integrator will promptly, on the commencement of the exit management period, supply to BMC or its nominated agencies the following:

- a. Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code; any other data and confidential information created as part of or is related to this project.
- b. Project data as is reasonably required for purposes of the project or for transitioning of the services to its replacing successful bidder in a readily available format.
- c. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable BMC and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the Services to BMC or its nominated agencies, or its replacing vendor (as the case may be).
- d. The System Integrator shall retain all the above information with them for 30 days after the termination of the contract, post which the provider has to wipe/purge/delete all information created or retained as part of this project.
- e. System Integrator will sign a Non-Disclosure Agreement with Assessment and Collection department. The format for the same has been included in **Annexure VIII**.

iii. Rights of Access to Information

At any time during the exit management period, the System Integrator will be obliged to provide an access of information to BMC and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogs, archive data, Live data, policy documents or any other material related to implementation of the application for BMC.

iv. Exit Management Plan

The System Integrator shall provide BMC with a recommended "Exit Management Plan" within 90 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Enhancement, Integration, Implementation, Operation and Maintenance, SLA and Scope of work definition:

- a. A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.
- b. Plans for the communication with such of the System Integrator, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer.
- c. Plans for provision of contingent support to the implementation of hosted Project and Replacement Vendor for a reasonable period (minimum one month) after transfer.
- d. Exit Management Plan shall be presented by the System Integrator to and approved by BMC or its nominated agencies.
- e. The terms of payment as stated in the Work Completion Timelines and Payment Terms includes the costs of the System Integrator complying with its obligations under this Schedule.
- f. During the exit management period, the System Integrator shall use its best efforts to deliver the services.

- g. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

9.47 Termination of contract

BMC may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the System Integrator and terminate the contract either in whole or in part:

- a. If the System Integrator fails to deliver any or all of the project requirements / operationalization / Operational Acceptance of project within the time frame specified in the contract; or
- b. If the System Integrator fails to perform any other obligation(s) under the contract.

Prior to providing a notice of termination to the System Integrator, BMC shall provide the System Integrator with a written notice of 30 days instructing the System Integrator to cure any breach/ default of the Contract, if BMC is of the view that the breach may be rectified.

On failure of the System Integrator to rectify such breach within 30 days, BMC may terminate the contract by providing a written notice of 30 days to the System Integrator, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to BMC. In such an event the System Integrator shall be liable for penalty imposed by BMC.

In the event of termination of this contract for any reason whatsoever, BMC is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the System Integrator shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to BMC and/ or succeeding vendor, as may be required, to take over the obligations of the System Integrator in relation to the execution/ continued execution of the requirements of this contract.

The act of termination of contract shall be independent of other actors like blacklisting / debarment / suspension and / or filing appropriate disputes by appropriate forum.

9.48 Termination for Convenience

- a) BMC, by notice sent to System Integrator, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for BMC's convenience, the extent to which performance of the System Integrator under the Contract is terminated, and the date upon which such termination becomes effective.
- b) The Deliverables/ Services that are complete and ready for delivery within twenty-eight (28) days after the System Integrator's receipt of notice of termination shall be accepted by BMC at the Contract terms and prices. For the remaining deliverables/ services, BMC may elect:
 - i. To have any portion completed and delivered at the Contract terms and prices, and/or
 - ii. To cancel the remainder and pay to the System Integrator an agreed amount for partially completed deliverables and Related Services.

9.49 Miscellaneous

a) Confidentiality

“Confidential Information” means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party or its subcontractors (whether a Party to the contract or to the SLA) in the course of or in connection with the contract (including without limitation such information received during negotiations, location visits and meetings in connection with the contract or to the SLA) or pursuant to the contract to be signed subsequently.

Except with the prior written permission of BMC, the selected System Integrator (including all partners) and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the selected System Integrator and its Personnel make public the recommendations formulated in the course of, or as a result of the project. In matters pertaining to privacy of data, the System Integrator (including all partners) shall not use any data for analytical/commercial reasons whatsoever.

The bidder recognizes that during the term of this Agreement, sensitive data shall be procured and made available to it, its Subcontractors, and agents and others working for or under the System Integrator. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to the department whose data is used but also to its stakeholders. The function of BMC requires the bidder, its Subcontractors, and agents to demonstrate utmost care, sensitivity, and strict confidentiality. Any breach of this Article will result in BMC and its nominees receiving a right to seek injunctive relief and damages, from the selected bidder.

The restrictions of this Article shall not apply to confidential information that:

- i. Is or becomes generally available to the public through no breach of this Article by the Recipient,
- ii. Was in the recipient’s possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder,
- iii. Is developed by the Recipient independently of any of discloser’s Confidential Information,
- iv. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction, and
- v. Is identified in writing by the Discloser as no longer proprietary or confidential, OR
- vi. Is required to be disclosed by law, regulation, or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal and regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

To the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:

- i. Its employees, agents, and independent contractors and to any of its affiliates and their respective independent contractors or employees and
- ii. Its professional advisors and auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article and in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party’s prior written consent.

The provisions of this Article shall survive the expiration or any earlier termination of this Agreement.

b) Standards of Performance

The selected System Integrator shall provide the services and carry out their obligations under the Contract with due diligence, efficiency, and professionalism/ethics in accordance with generally accepted professional standards and practices. The selected System Integrator shall always act in respect of any matter relating to this contract. The selected System Integrator shall abide by all the applicable provisions / Acts / Rules / Regulations, Standing orders, etc. of Information Technology as prevalent in the country. The selected System Integrator shall also conform to the standards laid down by Government of Maharashtra or Government of India from time to time. Such standards and guidelines shall be shared with the selected System Integrator by BMC upon signing of the Contract.

c) Subcontracting

Subcontracting is permitted within the scope of this RFP. The selected System Integrator shall seek prior approval from BMC for subcontracting any work, if not already specified in the bid. However, such subcontracting shall not relieve the System Integrator from any liability or obligation under the Contract. The selected System Integrator shall be solely responsible for the work carried out by subcontracting under the contract. Subcontracting amount shall not be more than 25 % of the contract value.

d) Care to be taken while working at Brihanmumbai Municipal Corporation's Office

- i. Selected System Integrator should follow instructions issued by concerned Competent Authority from time to time for carrying out work at designated places. Selected System Integrator should ensure that there is no damage caused to any private or public property. In case such damage is caused, selected System Integrator shall immediately bring it to the notice of concerned organization and Brihanmumbai Municipal Corporation in writing and pay necessary charges towards fixing of the damage.
- ii. Selected System Integrator shall sensitize its employees about the intricacies and codes of working in a public office.
- iii. Selected System Integrator shall ensure that its employees/representatives don't breach privacy of any citizen or establishment during execution and maintenance period of the project.

e) Compliance with Labour regulations

The selected System Integrator shall pay fair and reasonable wages to the workmen employed, for the contract undertaken and comply with the provisions set forth under the Minimum wages Act and the Contract Labour Act 1970. The salary of the manpower working on Brihanmumbai Municipal Corporation project should be paid using ECS / NEFT / RTGS. A record of the payments made in this regard should be maintained by the selected System Integrator. Upon request, this record shall be produced to the appropriate authority in BMC and/or Judicial Body. If complaints are received by Brihanmumbai Municipal Corporation (or any appropriate authority) appropriate action (Liquidation of Security Deposit, Blacklisting, Debar, etc.) may be initiated as deemed necessary against the selected System Integrator. The employees of the selected System Integrator in no case shall be treated as the employees of the Brihanmumbai Municipal Corporation at any point of time.

f) Independent Contractor

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture or employment relationship between the Parties to this Agreement. Except as expressly stated in this Agreement nothing in this Agreement shall be deemed to constitute any Party as the agent of any other Party or authorizes either Party (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit

of or otherwise bind or oblige the other Party, or (iv) to commit the other Party in any manner whatsoever in each case without obtaining the other Party's prior written consent.

g) Waiver

A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

h) Notices

Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery post. In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

Assessor and Collector,
Assessment and Collection department,
Brihanmumbai Municipal Corporation,
6th Floor, Annex Building,
Mahapalika Marg, Fort - 01

Tel: -----

Email:-----

System Integrator:

Tel: -----

Email:-----

Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) between the hours of 9.30 A.M and 5.30 P.M. at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours, and seven calendar days from the date of posting (if by letter).

i) Personnel/Employees

- i. Personnel/employees assigned by System Integrator to perform the services shall be employees of System Integrator and/or its sub-contractors, and under no circumstances will such personnel be considered as employees of BMC. System Integrator shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all laws as applicable from time to time. BMC shall not be responsible for the above issues concerning to personnel of System Integrator.
- ii. System Integrator shall use its best efforts to ensure that sufficient System Integrator's personnel are employed to perform the Services, and that, such personnel have appropriate qualifications to perform the Services. BMC or its nominated agencies shall have the right to require the removal or replacement of any System Integrator's personnel performing work under this Agreement. In the event that BMC requests that any System Integrator's personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule and upon clearance of the personnel based on profile review and personal interview by BMC or its nominated agencies as per defined SLAs. The System Integrator shall depute quality team for the project and as per requirements BMC shall have the right to ask System Integrator to change the team.

- iii. Management (Regional Head / VP level officer) of System Integrator needs to be involved in the project monitoring and should attend the review meeting at least once in a month.
- iv. The profiles of resources proposed by System Integrator in the technical bid, which are considered for Technical bid evaluation, shall be construed as 'Key Personnel' and the System Integrator shall not remove such personnel without the prior written consent of BMC. For any changes to the proposed resources, System Integrator shall provide equivalent or more experienced resources in consultation with BMC. The penalty applicable for replacement of 'Key Personnel' within the first six months of the contract shall be ₹ 25,000 per change in resource. Maximum one replacement is permissible in the first six months.
- v. Except as stated in this clause, nothing in this Agreement will limit the ability of System Integrator freely to assign or reassign its employees; provided that System Integrator shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. BMC shall have the right to review and approve System Integrator's plan for any such knowledge transfer. System Integrator shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.
- vi. Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connection therewith.

j) Variations and Further Assurance

- i. No amendment, variation or other change to this Agreement or the SLAs shall be valid unless made in writing and signed by the duly authorized representatives of the Parties to this Agreement.
- ii. Each Party to this Agreement or the SLAs agree to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in the Agreement or the SLAs.

k) Survivability and Waiver

- i. If any provision of this Agreement or the SLAs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid, or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLAs or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision within seven working days.
- ii. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement or the SLAs of any right, remedy or provision of this Agreement or the SLAs shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of any other right, remedy or provision.

D) Survivability

The termination or expiry of this Agreement or the SLAs for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

9.50 Applicable Law

The contract shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All legal disputes are subject to the jurisdiction of Mumbai courts only.

9.51 Stamp Duty Payment and Legal Charges

The Legal charges and Stamp Duty including incidental expenses and charges of this Agreement shall be born and paid by the selected System Integrator IN WITNESS whereof the parties hereto have signed this on the day, month and year first herein above written.

Signed, sealed, and delivered

By -----

-----,

For and on behalf of Brihanmumbai Municipal Corporation

Signed, sealed, and delivered

By -----

For and on behalf of the "Selected System Integrator",

Witnesses:

(1)

(2)

Attachments to the Agreement:

- i. Scope of Services for the System Integrator
- ii. Detail Commercial bid of the System Integrator accepted by BMC
- iii. Corrigendum Document published by BMC subsequent to the bid for this work
- iv. Bid Document of BMC for this work
- v. LoI / Work Order/Purchase Order issued by BMC to the successful bidder
- vi. The successful bidder's "Technical Bid" and "Commercial Bid" submitted in response to the bid

10. Annexure V: List of Approved Banks

Performance Bank Guarantee (PBG) issued by branches of approved Banks beyond Brihanmumbai Municipal Corporation's limits can be accepted only if the said PBG is countersigned by the Manager of a Branch of the same Bank within the Brihanmumbai Municipal Corporation's limit categorically endorsing thereon that the said PBG is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the selected System Integrator furnishing the Banker's guarantee.

| State Bank of India and its subsidiary Banks | | |
|--|---|--|
| 1. State Bank of India. | | |
| Nationalized Banks | | |
| 2. Allahabad Bank. | 3. Andhra Bank. | 4. Bank of Baroda. |
| 5. Bank of India. | 6. Bank of Maharashtra. | 7. Canara Bank. |
| 8. Central Bank of India. | 9. Corporation Bank. | 10. Indian Bank. |
| 11. Indian Overseas Bank. | 12. Oriental Bank of Commerce. | 13. Punjab National Bank. |
| 14. Punjab and Sind Bank. | 15. Syndicate Bank. | 16. UCO Bank. |
| 17. Union Bank of India. | 18. United Bank of India. | |
| Private Sector Banks | | |
| 19. Axis Bank Ltd. | 20. Bank of Rajasthan Ltd. | 21. Catholic Syrian Bank Ltd. |
| 22. City Union Bank Ltd. | 23. Development Credit Bank Ltd. | 24. Dhanalakshmi Bank Ltd. |
| 25. Federal Bank Ltd. | 26. HDFC Bank Ltd. | 27. ICICI Bank Ltd. |
| 28. IndusInd Bank Ltd. | 29. ING Vysya Bank Ltd. | 30. Jammu and Kashmir Bank Ltd. |
| 31. Karnataka Bank Ltd. | 32. Karur Vysya Bank Ltd. | 33. Kotak Mahindra Bank Ltd. |
| 34. Lakshmi Vilas Bank Ltd. | 35. Nainital Bank Ltd. | 36. Ratnakar Bank Ltd. |
| 37. SBI Commercial International Bank Ltd. | 38. South Indian Bank Ltd. | 39. Tamil land Mercantile Bank Ltd. |
| 40. Yes Bank Ltd. | | |
| Scheduled Urban Co-op. Banks Licensed to issued Bankers Guarantee | | |
| 41. Abhyudaya Co-Op. Bank Ltd. | 42. Bassein Catholic Co-Op. Bank Ltd. | 43. Bharat Co-Op. Bank Ltd. |
| 44. Bombay Mercantile Co-Op. Bank Ltd. | 45. Citizen Credit Co-Op. Bank Ltd. | 46. Dombivli Nagari Sahakari Bank Ltd. |
| 47. Greater Mumbai Co-Op. Bank Ltd. | 48. Janakalyan Sahakari Bank Ltd. | 49. Janata Sahakari Bank Ltd. |
| 50. Kalyan Janata Sahakari Bank Ltd. | 51. Kapol Co-Op. Bank Ltd. | 52. Mahanagar Co-Op. Bank Ltd. |
| 53. Mumbai District Central Co-Op. Bank Ltd. | 54. NKGSB Co-Op. Bank Ltd. | 55. New India Co-Op. Bank Ltd. |
| 56. Parsik Janata Sahakari Bank Ltd. | 57. Punjab & Maharashtra Co-Op. Bank Ltd. | 58. Rupee Co-Op. Bank Ltd. |
| 59. Sangli Urban Co-Op. Bank Ltd. | 60. Saraswat Co-Op. Bank Ltd. | 61. Thane Bharat Sahakari Bank Ltd. |
| 62. Thane Janata Sahakari Bank Ltd. | 63. The Cosmos Co-Op. Bank Ltd. | 64. The Shamrao Vitthal Co-Op. Bank Ltd. |
| 65. The Zoroastrian Co-Op. Bank. | | |
| State Co-op. Banks | | |
| 66. The Maharashtra State Co-Op. Bank. | | |

| Foreign Banks | | |
|---|---|---|
| 67. Abu Dhabi Commercial Bank Ltd. | 68. American Express Banking Corporation. | 69. Antwerp Diamond Bank N. V. |
| 70. Arab Bangladesh Bank. | 71. Bank International Indonesia. | 72. Bank of America. |
| 73. Bank of Bahrain and Kuwait BSC. | 74. Bank of Ceylon. | 75. Bank of Nova Scotia. |
| 76. Bank of Tokyo-Mitsubishi Ltd. | 77. Barclays Bank Plc. | 78. BNP Paribas. |
| 79. China Trust Commercial Bank. | 80. Shinhan Bank. | 81. Citi Bank N.A. |
| 82. Calyon Bank. | 83. Deutsche Bank. | 84. DBS Bank Ltd. |
| 85. The Hongkong and Shanghai Banking Corporation Ltd. (HSBC) | 86. J.P. Morgan Chase Bank N.A. | 87. Krung Thai Bank Public Company Ltd. |
| 88. Mashreq Bank psc. | 89. Mizuho Corporate Bank Ltd. | 90. Oman International Bank S.A.O.G. |
| 91. Societe Generale. | 92. Sonali Bank. | 93. Standard Chartered Bank. |
| 94. State Bank of Mauritius Ltd. | | |

11. Annexure VI: Authorization letter for attending pre-bid meeting / bid opening

(To be provided on the letter head of sole bidder or entity / constituents)

No.....

Date.....

To
The.....
Brihanmumbai Municipal Corporation,
Mumbai.

Sub: Bid No..... due date.....

Sir,

We here by authorize Mr./Ms.as our authorized representative, to represent us on the following occasion: -

- Pre-bid Meeting to be held on.....at.....A.M./P.M.
- Bid Opening on..... At..... A.M. /P.M.

Kindly permit him/her to attend the same.

Yours faithfully,

Signature:

Name of signatory:

Designation:

Rubber Stamp:

12. Annexure VII: Pre-Bid Query Format

Bidder requiring specific points of clarification may communicate with the department during the specified period using the following format:

| | |
|---|---------|
| BIDDER 'S REQUEST FOR CLARIFICATION | |
| <<Name of bidder submitting query / request for clarification>> | |
| <<Full formal address of the bidder including phone, e-mail, and point of contact>> | Tel: |
| | E-mail: |

| Sr. No. | Page No. | Section No. | Point No. | Existing Clause | Clarification / Query of Bidder |
|---------|----------|-------------|-----------|-----------------|---------------------------------|
| | | | | | |

Please prepare the table in Word/Excel Format as shown above. Any other form shall not be entertained.

13. Annexure VIII: Draft Non-Disclosure Agreement

(To be submitted on a ₹ 100 Stamp Paper)

This Non-Disclosure Agreement ("Non-Disc") is made and entered into ____ day of ____ month ____ year (effective date)

BETWEEN

The Brihanmumbai Municipal Corporation, a body corporate having perpetual succession and common seal constituted by the Mumbai Municipal Corporation Act, 1888, represented by Shri. / Smt. _____ (Assessment and Collection department), having its office at Municipal Head Office, 6th Floor, Annex Building, Opp. CSMT Railway Station, Mumbai-400001, hereinafter referred to as "BMC" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successors and assigns) of the One Part;

AND

M/s. _____, a company incorporated under the provisions of the Companies Act, 1956 / a company registered under Indian Companies Act, 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 and having its registered office at _____, through (Authorized Signatory); hereinafter referred to as "(Selected bidder name)" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its directors, their successors in title, executors and assigns) of the Other Part;

WHEREAS the Municipal Commissioner of BMC has inter-alia deputed under Section 56 of the Mumbai Municipal Corporation Act, 1888 his powers, functions, and duties (Designation of the officer, Assessment and Collection department) for signing and executing this Non-Disclosure Agreement on behalf of BMC.

AND WHEREAS M/s. "(Selected bidder name)", have, by its resolution under _____ Power of Attorney dated _____ (Authorized Signatory) authorized of "(Selected bidder name)", to represent/ execute/ sign the present Non-Disclosure Agreement. Hereto annexed and marked Annexure-I is the copy of the said Resolution _____.

AND WHEREAS BMC invited e-tender to appoint System Integrator for Maintenance and Enhancement of Existing CV Based Property Tax System for BMC from contractors of repute, multidisciplinary engineering organizations i.e. Eminent Firm, Partnership Firms/ Private Limited Companies/ Public Limited Companies/ Companies registered under the Indian Companies Act, 2013 or Companies Act, 1956, Partnership Firm registered under the Indian Partnership Act, 1932 and should have been in existence in India as on (Tender publishing date)

AND WHEREAS the Standing Committee vide its Resolution under no. _____ had accorded sanction to appoint the _____ (selected bidder name) for Maintenance and Enhancement of Existing CV Based Property Tax System for BMC, for the total contract cost of Rs. _____ (including xx% GST), for the contract period of (years) on the terms and conditions mentioned therein.

AND WHEREAS accordingly Contract Agreement dated (date) has been executed between BMC and M/s. (selected bidder name) for Maintenance and Enhancement of Existing CV Based Property Tax System for BMC, for the total contract cost of Rs. _____ (including 18% GST), for the contract period of (____) years on the terms and conditions mentioned therein.

AND WHEREAS by the aforesaid Contract Agreement dated (date) both the parties principally agreed to form a team and work on the Project and shall accordingly share substantial sensitive and business information to each other in oral or written form which is proprietary and confidential to the disclosing party (“Confidential Information”).

AND WHEREAS in consideration of each party making available to the other such information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of Non-Disclosure Agreement.

AND WHEREAS the (Department authority name and designation) of the BMC vide its order under no. ___ dated <<date>> has accorded sanction for execution of Non-Disclosure Agreement with <<selected bidder name>>, on the terms and conditions mentioned hereinafter.

AND WHEREAS both the parties have agreed to comply with the terms and conditions hereinafter appearing and are desirous of recording the same.

NOW THIS NON-DISCLOSURE AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The parties hereto agree that the recitals enumerated herein above shall be deemed to form an integral and operative part of this Non-Disclosure Agreement as if the same were specifically set out and incorporated herein.
2. **DEFINITIONS** As used herein:
 - a) The term “Confidential Information” shall include, without limitation all information all information and materials, furnished by either Party to the other in connection with citizen/ users/ persons / customers data, products and/ or services, including information transmitted in writing, orally, visually (e.g. video terminal display) or on magnetic or optical media and including all proprietary information, customer & prospect lists, trade secrets, trade names of proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed documents know how ideas concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, maps, survey data, codes and other products and/ or services results of any tests, sample surveys, analytics. Data mining exercises or usages etc. carried out by the receiving party in connection with the Department’s Information including citizen/ users/ persons / customers personal or sensitive personal Information as defined under any law for the time being in force shall also be considered Confidential Information.
 - b) The term “Department” shall include the officers, employees, agents, consultants, contractors, and representatives of Departments of BMC.
 - c) The term “(selected bidder name)” shall include the directors, officers, employees, agents, consultants, contractors, and representatives of Company including its applicable affiliates and subsidiary companies.

3. Duration

That this Agreement shall be deemed to have commenced as from (date) and after (date) and shall continue in force, subject to the power of the (Authority designation, A&C department) for the time being to determine the same previously as hereinafter mentioned until expiry of the project contract plus 1 year.

4. Responsibilities of BMC

Any legal action in case of non-compliance observed as per the conditions mentioned in the agreement.

5. Responsibility of (selected bidder name)

Compliance with all the sections mentioned in this agreement.

6. Confidentiality

Both parties shall abide by the confidentiality of this Agreement. No party will share any information to any third party, which is likely to affect the interest of another party to the Agreement. Any information, resulting from the execution of this Project, can be shared only if both the parties mutually agree and provide approval in writing.

7. Protection of Confidential Information

With respect to any Confidential Information disclosed to it or to which it has access, (selected bidder name) affirms that it shall:

- a) Use the Confidential Information as necessary only in connection with project and in accordance with the terms and conditions contained herein.
- b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentially obligations imposed hereunder, but in no event take less care with the Confidential Information that the parties take to protect the confidentially of its own proprietary and confidential information and that of its clients.
- c) Not to make or retain copy of any commercial or marketing plans, citizens/ users/ persons/ customers database, proposals developed by or originating from Department or any of the prospective clients of Department, in connection with the Project and ensure that any such copy is immediately returned to Department even without express demand from Department to do so.
- d) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other person or entity without the express written consent of the other party and
- e) Return to the other party, or destroy at Department's discretion, any Confidential Information disclosed in a printed form or other permanent record. In any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records, and reproductions thereof) immediately upon the earlier to occur of:
 - i. expiration or termination of either party's engagement in the Project, or
 - ii. the request of the other Party, therefore.

- f) Not to discuss with any member of public, media, press or any other persons about the nature of arrangement entered between Department and (selected bidder name) or the nature of services to be provided by the (selected bidder name) to the Department.

8. Onus

The (selected bidder name) shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof fall within any of the following exceptions.

9. Exceptions

These restrictions as enumerated in this Agreement shall not apply to any Confidential Information.

- a) Which is independently developed by (selected bidder name) or lawfully received from another source free of restriction and without breach of this Agreement; or
- b) After it has become generally available to the public without breach of this Agreement by (selected bidder name); or
- c) Which at the time disclosure to (selected bidder name) was known to such party free of restriction and evidenced by documentation in such party's possession; or
- d) Which Department agrees in writing is free of such restrictions.
- e) Which is received from a third party not subject to the obligation of confidentiality with respect to such information.

10. Remedies: (selected bidder name) acknowledges that

- a) Any actual or threatened disclosure or use of the Confidential Information by (selected bidder name) would be a breach of this agreement and may cause immediate and irreparable harm to Department
- b) (Selected bidder name) affirms that damages from such disclosure or use by it may be impossible to measure accurately and
- c) Injury sustained by Department may be impossible to calculate and remedy fully. Therefore, (selected bidder name) acknowledges that in the event of such a breach, Department shall be entitled to specific performance by (selected bidder name) or (selected bidder name)'s obligations contained in this Agreement. In addition (selected bidder name) shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorney's fees) which it or they may incur in connection with defending its interest and enforcement of legal rights arising due to a breach of this agreement by (selected bidder name).

11. Need to Know

(Selected bidder name) shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.

12. Intellectual Property Rights Protection

No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.

13. Non-solicitation

During the term of this Agreement and thereafter for a further period of One year, (selected bidder name) shall not solicit or attempt to solicit Department's employees and/ or consultants, for the purpose of hiring/ contract or to proceed to conduct operations/ business similar to Department with any employee and/ or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between (selected bidder name) and Department.

14. Termination

- 14.1 Either party may terminate this Agreement by notice, to such effect, to the other party, if the other party commits a breach of any terms or conditions contained in this Agreement and/ or fails to remedy the same within **thirty (30)** days after notice from the other party.
- 14.2 No termination of this Agreement, for whatever reason, shall affect any right or obligation of either party which has occurred prior to the date of termination.
- 14.3 BMC reserve its right to terminate the contract with or without any reason if BMC so desires.

15. Resolution of Disputes

The BMC and (selected bidder name) shall make every attempt to resolve dispute amicably, by direct information, negotiations of any disagreement or dispute arising between them under or in connection with this Agreement. All differences disputes arising under and out of these present, or in connection with this Agreement shall be referred to the Municipal Commissioner of BMC and the decision of the Municipal Commissioner shall be final and binding on both the Parties.

16. Indemnity

The (selected bidder name) shall keep the BMC, their Officers and Servants harmless and indemnified from and against all losses, suits, damages, cost, charges, claims and demands whatsoever including claims under the Workmen's Compensation Act, 1923 which their officers or servants may sustain, incur or become liable to pay for the reason or in consequence or any injury to any person or persons or to any property either belonging to the BMC or any third party whether resulting directly through any negligence, lack of supervision and/ or otherwise to life or property while providing the Supply, Implementation and Maintenance for Property Tax Intelligence System for BMC. Such damage, injury or loss to life or property shall be made good and/ or as the case may be; shall be paid immediately by the <<Selected Bidder name>> to the BMC.

17. Modification of Agreement

Should circumstances arise which call for modification of this Agreement, the same may be made by mutual consent in writing. Proposals in this respect from one party shall be given due consideration by the other party.

18. Entire Agreement

This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous or contemporaneous agreement or communication both oral and written, representations and under standings among the parties with respect to the subject matter hereof.

19. Amendments

No amendments modification and/ or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

20. Binding Agreement

This Agreement shall be binding upon and incur to the benefit of the parties hereto and their respective successors and permitted assigns.

21. Severability

It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws and such invalidity or enforceability shall not affect the other provisions of this Agreement.

22. Waiver

Breach of conditions can be waived with approval of the competent authority of BMC, if any breach committed as per provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

23. Survival

The respective rights and obligations of the Parties contained in respect of Confidential information revived pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.

24. Notices

Any notice to be given hereunder shall be in writing and shall either be delivered personally within normal office hours and on working days or sent by registered post A.D. at the registered addresses mentioned in this Non-Disclosure Agreement within 15 days. A notice shall be deemed to have been served as follows:

- a) if personally delivered, at the time of delivery or
- b) if sent by registered post A.D., at the time of delivery or transmission thereof within normal office times and on working days.

25. Applicable Laws

The Agreement shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.

26. Jurisdiction of Courts

In case of any claim, dispute or difference arising in respect of this Agreement, the cause of action thereof shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, dispute or difference shall be referred to the Competent Court in the City of Mumbai.

27. Legal Charges

The Legal Charges and Stamp Duty including incidental expenses and charges of this Non-Disclosure Agreement shall be borne and paid by the (selected bidder name).

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS AND SEAL THE DAY AND YEAR FIRST HEREINABOVE WRITTEN

THE COMMON SEAL OF THE)

Brihanmumbai Municipal Corporation)

was affixed hereto)

In the presence of)

1.)

2.)

Two members of the Standing Committee)

of the Brihanmumbai Municipal Corporation)

who in token thereof have set)

their respective hands hereto)

In the presence of)

1.)

2.)

SIGNED, SEALED AND DELIVERED)

By the within named)

Authority (Assessment and Collection))

Representing)

Brihanmumbai Municipal Corporation)

in the presence of)

1.)

2.)

THE COMMON SEAL OF THE)

(Selected bidder name))

has been hereunto affixed pursuant to the)

resolution passed by the Board of Directors)

of the above-named company)

in their Meeting held on _____)

In the presence of)

_____)

The Directors of the Company who have)

in token thereof set their hand hereunto)

In the presence of)

1.)

2.)

14. Annexure IX: Project setup location

The project has to be executed by the selected System Integrator by deploying resources onsite from the office premises provided by A&C Department within BMC.

End-to-End Monitoring and Operation and Maintenance of supporting infrastructure of Capital Value based Property Tax System including BI based solution (Production, Test and Development environments) shall be executed through onsite offshore model.

15. Annexure X: Minimum Technical Specifications for BI Server Software

| Sr. No. | Minimum Desired functionalities | Compliance (Yes/No) |
|---------|---|---------------------|
| 1. | Consume content without per-user license | |
| 2. | It should allow content to be embedded in web portal for consumption | |
| 3. | It should offer users to produce dashboards with minimum efforts of coding and as a self-service BI software | |
| 4. | It should offer paginated reports | |
| 5. | It should access mobile App | |
| 6. | Publish reports to share and collaborate | |
| 7. | On-premises reporting with report Server | |
| 8. | Connect to more than 100 data sources | |
| 9. | Data model size limit should be minimum of 400 GB | |
| 10. | Minimum 100 TB data storage capacity | |
| 11. | Create reports and visualisations on web | |
| 12. | It should have embedded APIs and controls | |
| 13. | It should have advanced AI (text analytics, image detection, automated machine learning) and visualization | |
| 14. | It should have XMLA endpoint read/write connectivity | |
| 15. | It should have data security and encryption | |
| 16. | It should have dataflows viz. direct query, linked and computed entities, enhanced compute engine | |
| 17. | Facility to create data mart | |
| 18. | Should have inbuilt capability for metrics for content creation, consumption, and publishing | |
| 19. | Capability for application lifecycle management | |
| 20. | Facility for deployment management at multiple geographies | |
| 21. | Add on facility for autoscaling | |
| 22. | It should offer web-based drag and drop interface for data preparation | |
| 23. | It should offer advance analytics capabilities including forecasting, outlier detection, Root Cause Analytics, Auto machine learning, Natural language processing, Storytelling, Text and Image Analytics with low or no coding | |
| 24. | Should be capable to calculate new data items on the fly from existing data using expressions | |
| 25. | License should be perpetual type | |

16. Annexure XI: CV format for manpower to be deployed onsite during Contract Period:

| | | | | | |
|-----------------------|--|--|---------|---------|----------|
| 1. | Name of the Staff | | | | |
| 2. | Current Designation in the Organisation | | | | |
| 3. | Proposed Role in the Project | | | | |
| 4. | Proposed Responsibilities in the Project | | | | |
| 5. | Date of Birth | | | | |
| 6. | Education | <ul style="list-style-type: none"> ▪ Degree / Diploma, College, University, Year of Passing ▪ Degree / Diploma, College, University, Year of Passing | | | |
| 7. | Summary of Key Training and Certifications | <ul style="list-style-type: none"> ▪ ▪ | | | |
| 8. | Language Proficiency | Language | Reading | Writing | Speaking |
| | | | | | |
| | | | | | |
| | | | | | |
| 9. | Employment Record (For the total relevant experience) | From / To: | | | |
| | | Employer: | | | |
| | | Position Held: | | | |
| | | From / To: | | | |
| | | Employer: | | | |
| | | Position Held: | | | |
| | | From / To: | | | |
| | | Employer: | | | |
| Position Held: | | | | | |
| 10. | Total No. of Years of Work Experience | | | | |
| 11. | Total No. of Years of Experience for the Role proposed | | | | |
| 12. | Highlights of relevant assignments handled and significant accomplishments (Use following format for each project) | Name of assignment or project: | | | |
| | | Month/Year: | | | |
| | | From / To: | | | |
| | | Location: | | | |
| | | Client: | | | |
| | | Main project features: | | | |
| | | Positions held: | | | |
| Activities performed: | | | | | |

17. Annexure XII: Irrevocable Undertaking regarding GST

(On ₹ 500 /- Stamp Paper)

I, Shri/ Smt. ----- aged, ----- years Indian Inhabitant. Proprietor/
Partner/ Director/ of M/s -----resident at -----
----- do hereby give irrevocable undertaking as under:

- 1) I say and undertake that as specified in Section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to BMC by way of commensurate reduction in prices.
- 2) I further say and undertake that I understand that in case of the same is not passed on and is discovered at any later stage, BMC shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST counsel.
- 3) I say that above said Irrevocable undertaking is binding upon me/ my partners/ company/ other Directors of the company and also upon my/ our legal heirs, assignee, Executor, administrator etc.
- 4) If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/ punishment or both as per the provisions of the GST Act.

Whatever has been stated here in above is true & correct to my/ our own knowledge & belief.

Solemnly affirmed at

DEPONANT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

18. Annexure XIII: HR Certificate

(To be provided on bidder's letter head)

Date.....

To,

The.....

Brihanmumbai Municipal Corporation,
Mumbai.

Sub: Bid No..... due date.....

Sir,

We herewith certify that following employees are working on "*Type Bidder's name here*" roll on full-time basis.

| Sr. No. | Employee Name | Type of expertise | Total years of experience (Years) | Domain experience (Years) | Educ-ation | Professional Certificate | Minimum No. of CVs required (Including proposed onsite resources) |
|---------|---------------|--------------------------------------|-----------------------------------|---------------------------|------------|--------------------------|---|
| 1. | ... | Software Project Manager | | | | | 02 |
| 2. | ... | Solution architect | | | | | 01 |
| 3. | ... | Software developer | | | | | 15 |
| 4. | ... | BI Certified developer | | | | | 02 |
| 5. | ... | Database Administrator | | | | | 02 |
| 6. | ... | Software Tester | | | | | 02 |
| 7. | ... | Business Analyst | | | | | 01 |
| 8. | ... | Software Team Leader | | | | | 02 |
| 9. | ... | Server Hardware Engineer | | | | | 02 |
| 10. | ... | Network Administrator | | | | | 01 |
| 11. | ... | Linux OS Administrator | | | | | 01 |
| 12. | ... | Virtualization Administrator | | | | | 01 |
| 13. | ... | Oracle / Open-source Database expert | | | | | 01 |
| 14. | ... | Technical support staff | | | | | 15 |
| 15. | ... | Pl/SQL developer | | | | | 01 |

Yours faithfully,

Signature with Rubber Stamp:

Name of signatory:

Designation:

19. Annexure- XIV Pre-Contract Integrity Pact.

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
2. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
3. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
4. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
5. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BMC or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
6. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BMC as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder

also undertakes to exercise due and adequate care lest any such information is divulged.

7. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
8. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
9. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process

For the purposes of this Clause 9, the following terms shall have the meaning herein after respectively assigned to them:

1. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
1. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;
2. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
3. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Signature of Tenderer/Bidder

20. Annexure XV – Form of Tender

The Municipal Commissioner
for Greater Mumbai Sir,

I/ We have read and examined the following documents relating to the
con-struction of _____

- i. Notice inviting tender
- ii. Directions to tenderers (General and special)
- iii. General condition of contract for Civil Works of the BRIHANMUMBAI MUNICIPAL CORPORATION as amended up to date.
- iv. Relevant drawings
- v. Specifications
- vi. Special directions
- vii. All Annexures
- viii. Bill of Quantities and Rates.

1A. I/We _____

(full name in capital letters, starting with surname), the Proprietor/
Managing Partner/ Managing Director/ Holder of the Business, for the
establishment / firm / registered company, named herein below, do hereby
offer to

.....
.....

Referred to in the specifications and schedule to the accompanying form of
con-tract of the rates entered in the schedule of rates sent herewith and
signed by me/ us” (strike out the portions which are not applicable).

- 1B. I/We do hereby state and declare that I/We, whose names are given herein below
in details with the addresses, have not filled in this tender under any other
name or under the name of any other establishment /firm or otherwise, nor
are we in any way related or concerned with the establishment /firm or any
other person, who have filled in the tender for the aforesaid work.”
2. I/We hereby tender for the execution of the works referred to in the
aforesaid documents, upon the terms and conditions, contained or referred
to therein and in accordance with the specifications designs, drawings and
other relevant details in all respects.

* At the rates entered in the aforesaid Bill of Quantities and Rates.

3. According to your requirements for payment of Earnest Money amounting to
Rs. _____ /-(Rs.

_____)

I/We have deposited the amount through online payment gateways with the
C.E. of the Corporation not to bear interest

4. I/We hereby request you not to enter into a contract with any other person/s
for the execution of the works until notice of non/acceptance of this tender has
first been communicated to me/us, and in consideration of yours agreeing to
refrain from so doing I/we agree not to withdraw the offer constituted by this
tender before the date of communication to me/us of such notice of
non/acceptance, which date shall be not later than ten days from the date of the
decision of the Standing Committee or Education Committee of the
Corporation, as maybe required under the Mumbai Municipal Corporation Act,
not to accept this tender. (Subject to condition 5 below).
5. I/We also agree to keep this tender open for acceptance for a period of 180
days from the date fixed for opening the same and not to make any
modifications in its terms and conditions which are not acceptable to the

Corporation.

- 6. I/We agree that the Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, if.
 - a. I/We fail to keep the tender open as aforesaid.
 - b. I/We fail to execute the formal contract or make the contract deposit when called upon to do so.
 - c. I/we do not commence the work on or before the date specified by the Engineer in his work order.
- 2. I/We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said contract.
- 3. I/We further agree that, I/we shall register ourselves as 'Employer' with the Bombay Iron and Steel Labour Board' and fulfill all the obligatory provisions of Maharashtra Mathadi, Hamal and other Manual workers (Regulation of Employment and Welfare) Act 1969 and the Bombay Iron and Steel unprotected workers Scheme 1970.
- 4. "I/We..... have failed in the accompanying tender with full knowledge of liabilities and, therefore, we will not raise any objection or dispute in any manner relating to any action, including forfeiture of deposit and blacklisting, for giving any information, which is found to be incorrect and against the instructions and directions given in this tender.
- 5. "I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/contract to me/us, that any information given by me/us in this tender is false or incorrect, I/We shall compensate the BRIHANMUMBAI MUNICIPAL CORPORATION for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever. I/we agree and undertake that I/we shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is with- drawn by the Corporation,"

Address

Yours faithfully,

.....
.....

Digital Signature of the Tenderer or the Firm

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

Full Name and private residential address of all the partners constituting the Firm

A/c No.....

- 1.....
- 2.....
- 3.....

Name of Bank

Name of Branch

Vender No.

21. Disclaimer

The information contained in this e-tender document or provided to bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Brihanmumbai Municipal Corporation (BMC), hereafter also referred as “The BMC Authority “, or any of its employees or advisors, is provided to bidder(s) on the terms and conditions set out in this e-tender and such other terms and conditions subject to which such information is provided.

This e-tender includes statements, which reflect various assumptions and assessments arrived at by the Brihanmumbai Municipal Corporation (BMC) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This e-tender may not be appropriate for all persons, and it is not possible for the Brihanmumbai Municipal Corporation (BMC), its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-tender. The assumptions, assessments, statements and information contained in this e-tender may not be complete, accurate, adequate or correct. Each bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e-tender and obtain independent advice from appropriate sources.

Information provided in this e-tender to the bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Brihanmumbai Municipal Corporation (BMC) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed here.

The Brihanmumbai Municipal Corporation(BMC), its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-tender and any assessment, assumption, statement or information contained therein or deemed to form part of this e-tender or arising in any way with pre-qualification of Applicants for participation in the Bidding Process. The Municipal Corporation of Greater Mumbai (BMC) also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any applicant upon the statements contained in this e-tender.

The Brihanmumbai Municipal Corporation (BMC) may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-tender.

The issue of this e-tender does not imply that the Brihanmumbai Municipal Corporation (BMC) is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the System Integrator or Concessionaire, as the case may be, for the Project and the Brihanmumbai Municipal Corporation (BMC) reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

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