

Brihanmumbai Municipal Corporation

(Information Technology Department)

Request for Bids

RFB No: 7200048977

Selection of System Integrator for Development, Maintenance & Support of Omnichannel Chatbot Solution for BMC

E-Procurement Notice

Brihanmumbai Municipal Corporation (Information Technology Department)

No. Director/IT/451595 Dated 28.02.2023.

BID NOTICE

1. The Commissioner of Brihanmumbai Municipal Corporation invites e-bids for the work mentioned below. The bid copy can be downloaded from BMC's portal (<https://portal.mcgm.gov.in>) under "For Partners" section.
2. All interested vendors, whether already registered or not registered in BMC, are mandated to get registered with BMC for e-Tendering process and obtain Login Credentials to participate in the Online bidding process. The details of the same are available on the above-mentioned portal under 'For Partners'.
3. The vendors can get digital signatures 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.
4. The technical and commercial bids shall be submitted online up to the end date & time mentioned below.

Sr. No.	Description	RFX Fee	Bid Security	Start date & Time for online Bid Downloading	End date & Time for online Bid Submission
1	Selection of System Integrator for Development, Maintenance & Support of WhatsApp Chatbot Solution for BMC Bid No.: 7200048977	Rs. 10,400/- + 9% CGST 9% SGST	Rs. 7,65,000/-	03.03.2023 at 11.00 hrs	17.03.2023 at 16.00 hrs
Note: Last date for online payment of Bid Security / Earnest money Deposit (EMD) is before due / end date & time for online Bid Submission prescribed above.					

5. The pre-bid meeting will be held on 09.03.2023 at 15.00 hours, at venue – Office of Director (IT), Worli Data Center, Engineering Hub Building, Dr. E. Moses Road, Worli, Mumbai-400018.
6. The prospective Bidder(s) should submit their suggestions/observations, if any, by email to se04.it@mcgm.gov.in with a copy to director.it@mcgm.gov.in before 2 days of Pre-bid meeting. Only suggestions / observations received by email will be discussed and clarified in pre-bid meeting and any modification of the bidding documents, which may become necessary as a result of pre-bid meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum and shall

be published on <https://portal.mcgm.gov.in> (The Bidders can also search the tender via BMC WhatsApp chatbot -089992 28999).

7. Bidders shall note that any corrigendum issued regarding this E-Procurement notice will be published on the BMC portal only. No corrigendum will be published in the local newspapers.
8. The Bid document uploaded shall be read in conjunction with any addendum / corrigendum. Maximum two authorized representatives of prospective Bidder(s), who have authorization letter to attend the pre-bid meeting, can attend the pre-bid meeting and obtain clarification regarding specifications, works & Bid conditions.
9. The Bidder shall have to pay "RFX Fee (Tender Fee)" through online payment gateway before downloading and submitting the Bid in BMC e-Tendering System.
10. The Bidder shall have to pay **Bid Security / Earnest Money Deposit (EMD)** through online payment only. **Note: - No Exemption will be allowed for the Bidders having standing deposit with BMC. The Bidders shall have to pay the Bid Security / EMD amount through online payment only.**
11. Bidder agencies 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.
12. This bid document is non-transferable.
13. A three-envelope (prequalification, technical qualification and commercial offer) selection procedure shall be adopted.
14. Bidder (authorized signatory) shall submit their offer online in electronic formats of technical (including prequalification documents) and financial proposal.
15. BMC will not be responsible for delay in online submission due to any reason. For this, bidders are advised to upload the complete bid proposal well in advance before the due date and time so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
16. For any assistance on use of eTendering system, kindly contact helpdesk number 022-24811275, Email: etendering.it@mcgm.gov.in
17. Bidders are also advised to refer "Bidders Manual" available at <https://portal.mcgm.gov.in> for further details about the e-tendering process.
18. The Authority (BMC) shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bid or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
19. The Municipal Commissioner reserves the right to reject all or any of the e-Bid(s) without assigning any reason at any stage.

Sd/-

Director (IT)

Contents

E-Procurement Notice	2
Part I – Bidding Procedures	13
Section I - Instructions to Bidders	13
A. General.....	13
1. Scope of Bid.....	13
2. Fraud and Corruption.....	13
3. Eligible Bidders	15
4. Qualification of the Bidder.....	16
B. Contents of Bidding Document.....	17
5. Sections of Bidding Document	17
6. Clarification of Bidding Document	17
7. Amendment to the Bidding Document.....	18
C. Preparation of Bids.....	18
8. Cost of Bidding	18
9. Language of Bid	18
10. Documents Comprising the Bid.....	18
11. Letter of Bid and Activity Schedule	19
12. Alternative Bids	19
13. Bid Prices and Discounts	19
14. Currencies of Bid and Payment.....	20
15. Documents Establishing Conformity of Services.....	20
16. Documents Establishing the Eligibility and Qualifications of the Bidder	20
17. Period of Validity of Bids	20
18. Bid Security.....	20
19. Format and Signing of Bid	21
D. Submission and Opening of Bids	21
20. Deadline for Submission of Bids.....	21
21. Late Bids	21
22. Withdrawal, Substitution and Modification of Bids.....	21
23. Bid Opening.....	22
E. Evaluation and Comparison of Bids.....	22
24. Confidentiality	22

25.	Clarification of Bids	22
26.	Deviations, Reservations, and Omissions	23
27.	Determination of Responsiveness	23
28.	Nonconformities, Errors and Omissions	24
29.	Evaluation of Bids.....	24
30.	Comparison of Bids	24
31.	Abnormally Low Bids.....	24
32.	Qualification of the Bidder.....	25
33.	BMC's Right to Accept Any Bid, and to Reject Any or All Bids	25
F.	Award of Contract	25
34.	Award Criteria	25
35.	Notification of Award.....	26
36.	Signing of Contract.....	26
37.	Performance Security.....	26
38.	Legal, Stationery Charges & Stamp Duty	26
39.	Disclaimer.....	27
	Section II - Bid Data Sheet (BDS)	28
	Section III - Evaluation and Qualification Criteria	30
	Section IV- Bidding Forms	36
1.	Letter of Bid.....	36
2.	Bidder Information Form	38
3.	Bidder's JV Members Information Form	39
4.	Qualification Information.....	40
5.	Annexures	43
A.	Manufacturers' / Producers' Authorisation Form / Supply / Support Services	43
B.	Format for Declaration by the Bidder for not being Blacklisted / Debarred	45
C.	Table of Legal, Stationery Charges and Stamp Duty Payable by the successful Bidder and List of Approved Banks for Submission of Performance Security	46
1.	Table of Legal & Stationery Charges	46
2.	Stamp Duty Charges.....	46
3.	List of Approved Banks.....	47
D.	Authorization letter for attending pre-bid meeting / bid opening.....	50
E.	Irrevocable Undertaking.....	51
F.	Pre-Bid Query Format.....	52

G. Commercial Bid Formats.....	53
1. Commercial Bid Cover Letter	53
2. Commercial Bid Format and Instructions	55
3. Summary of Cost Components (BOQ).....	57
H. Draft Non-Disclosure Agreement	58
I. Use Cases - Services to be implemented	62
Section V – Stands Deleted	64
Section VI - Fraud and Corruption.....	64
Part II – BMC’s Requirements	66
Section VII – BMC’s Requirements.....	66
Detailed Scope of Work.....	69
A. Omnichannel Platform	69
B. Chatbot Builder.....	69
C. WhatsApp Business API.....	69
D. Dashboard.....	71
E. User/Agent management.....	71
F. Feedback Management.....	71
G. Integration	71
H. Testing.....	71
Security Audit	71
Go-Live Phase	72
Operations & Maintenance.....	72
TECHNICAL REQUIREMENTS.....	80
Policy on Open Application Programming Interfaces (APIs).....	85
Change Requests and Enhancements	85
Security Requirements Responsibilities	86
3rd Party Audit and Certification	87
Roles & Responsibilities of Stake Holders.....	89
System Integrator.....	89
Project Deliverables for SI	91
BMC 92	
Project Management Consultant	93
Part III – Conditions of Contract and Contract Forms	94
Section VIII - General Conditions of Contract.....	94

1. General Provisions	94
1.1 Definitions	94
1.2 Applicable Law	95
1.3 Language	95
1.4 Notices	95
1.5 Location	96
1.6 Authorized Representatives	96
1.7 Inspection and Audit by BMC	96
1.8 Taxes and Duties	96
2. Commencement, Completion, Modification, and Termination of Contract	96
2.1 Effectiveness of Contract	96
2.3 Intended Completion Date	97
2.4 Modification	97
2.5 Force Majeure	97
2.6 Termination	98
3. Obligations of the Service Provider	98
3.1 General	98
3.2 Conflict of Interests	100
3.3 Confidentiality	100
3.4 Service Provider's Actions Requiring BMC's Prior Approval	100
3.5 Reporting Obligations	101
3.6 Documents Prepared by the Service Provider to Be the Property of BMC	101
3.7 Liquidated Damages	102
3.8 Performance Security	102
3.9 Code of Conduct	103
3.10 Training of Service Provider's Personnel	103
3.11 Security of the Site	103
4. Service Provider's Personnel	104
4.1 Description of Personnel	104
4.2 Removal and/or Replacement of Personnel	104
4.3 Service Provider's Personnel	105
5. Obligations of BMC	107
5.1 Assistance and Exemptions	107
5.2 Change in the Applicable Law	107

6. Payments to the Service Provider	107
6.1 Contract Price	107
6.2 Terms and Conditions of Payment	107
7. Quality Control	107
7.1 Identifying Defects	107
7.2 Correction of Defects, and	107
Lack of Performance Penalty	107
8. Settlement of Disputes	108
8.1 Amicable Settlement	108
8.2 Dispute Settlement	108
Section IX - Special Conditions of Contract	109
Special Conditions Modifying Respective General Conditions Clauses	109
Service Level Agreements	110
2 Fees	119
2.1 Fees for service	119
2.2 Payment	119
2.3 Record keeping	119
3 Ownership and distribution of records	120
3.2 Disposal of records	121
3.3 Records policy in the event of merger	123
4 Indemnity; liability and disclaimers; insurance;	123
4.1 Indemnification by Service Provider	123
4.2 Warranty; limitation of liability	124
4.3 Insurance	124
5 General provisions	124
5.1 Intellectual property	124
5.2 Severability; waiver	125
5.3 No other agreements	125
5.4 Assignability	125
5.5 Independent contractor	126
5.6 Authorized representatives	126
5.7 Representations	126
5.8 Disaster prevention	126
5.9 Compliance with laws	126

5.10 Right of access..... 127

Section X - Contract Forms 128

1. Letter of Acceptance 128

2. Contract Agreement..... 129

3. Performance Security..... 131

Glossary

Abbreviations and Acronyms	Description
AMC	Annual Maintenance Contract
API	Application Programming Interface
BCP	Business Continuity Plan
BEC	Bid Evaluation Committee
BOM	Bill of Material
BoQ	Bill of Quantities
BMC	Brihanmumbai Municipal Corporation
BRD	Business Requirements Document
CA	Contract Agreement
CAPEX	Capital Expenditure
CFC	Citizen facilitation Centre
CRM	Customer Relationship Management
COTS	Commercial Off the Shelf Product
CV	Curriculum Vitae
DC	Data Centre
DR	Disaster Recovery
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
ERP	Enterprise Resource Planning
FRS	Functional Requirement Specifications
GIGW	Guidelines for Indian Government Websites
GIS	Geographic Information System
GoI	Government of India
GST	Goods and Services Tax
HA	High Availability
HIDS	Host -Based Intrusion detection system
IA	Implementation Agency
ICT	Information and Communication Technologies

Abbreviations and Acronyms	Description
IP	Intellectual Property
ISO	International Organization of Standardization
IT	Information Technology
LOA	Letter of Acceptance
LAN	Local Area Network
BMC	Brihanmumbai Municipal Corporation
MIS	Management Information System
NEFT	National Electronic Funds Transfer
NIDS	Network Intrusion Detection System
NOCs	No Objection Certificate
O&M	Operation and Maintenance
OEM	Original Equipment Manufacturer
OS	Operating System
OPEX	Operational Expenditure
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PT	Performance Tests
RDBMS	Relational Database Management System
RFX/RFB/RFP	Request for Proposal/Bid
SI	System Integrator
SIT	System Integration Test
SLA	Service Level Agreement
SRS	Software Requirement Specifications
T&C	Terms and Conditions
TAN	The Tax Deduction and Collection Account Number
TEC	Tender Evaluation Committee
TOGAF	The Open Group Architecture Framework
UAT	User Acceptance Testing
ULB	Urban Local Bodies
USP	Unique Selling Proposition

Abbreviations and Acronyms	Description
UX	User Experience
UPS	Uninterrupted Power Supply
WCAG	Web Content Accessibility Guidelines

Part I – Bidding Procedures

Section I - Instructions to Bidders

A. General

1. Scope of Bid

- a. In connection with the Bid Notice - Request for Bids (RFB), specified in the Bid Data Sheet (BDS), BMC issues this bidding document for the delivery of Services, as specified in Section - BMC's Requirements. The name, identification and number of this RFB procurement are specified in the BDS.
- b. Throughout this bidding document:
 - i. the term “in writing” means communicated in written form (e.g., by e-mail) with proof of receipt;
 - ii. if the context so requires, “singular” means “plural” and vice versa; and
 - iii. “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of BMC. It excludes the BMC’s official public holidays;
- c. The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS.

2. Fraud and Corruption

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

Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Systems Implementation Agency shall not be eligible to participate in any Bid or RFP issued by the BMC during a period of two years from the date such Bidder or Systems Implementation Agency, as the case may be, is found by the BMC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BMC who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the BMC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the BMC in relation to any matter concerning the Project;
 - ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - iv. “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; and
 - v. “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.

3. Eligible Bidders

- a. A Bidder may be a firm that is a private entity, a state-owned entity or institution subject to relevant sub-clause of ITB – Eligible Bidders, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Maximum two members in the Joint Venture (JV) shall be permitted.
- b. A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
 - i. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - ii. receives or has received any direct or indirect subsidy from another Bidder; or
 - iii. has the same legal representative as another Bidder; or
 - iv. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of BMC regarding this Bidding process; or
 - v. or any of its affiliates participated as a consultant in the preparation of BMC's Requirements for the bid document that are the subject of the Bid; or
 - vi. or any of its affiliates has been hired (or is proposed to be hired) by BMC for the Contract implementation; or
 - vii. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - viii. has a close business or family relationship with a professional staff of the BMC who:
 - (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or
 - (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the BMC throughout the procurement process and execution of the Contract.
- c. A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid. This includes participation as a subcontractor. Such participation shall result in

the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a sub-contractor in more than one Bid.

- d. A Bidder that has been sanctioned by the BMC, shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a BMC-financed contract or benefit from a BMC-financed contract, financially or otherwise, during such period of time as the BMC shall have determined. The list of debarred firms and individuals is available at the office of Central Purchase Department of BMC.
- e. Bidders that are state-owned enterprises or institutions in India may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the BMC, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of BMC.
- f. A Bidder shall provide such documentary evidence of eligibility satisfactory to BMC, as BMC shall reasonably request.

4. Qualification of the Bidder

- a. All Bidders shall provide information as per **Section – Evaluation & Qualification Criteria** and **“Section - Bidding Forms”**, “a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Contents of Bidding Document

5. Sections of Bidding Document

- a. The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued if any.
- b. **PART 1: Bidding Procedures**
 - i. Section I - Instructions to Bidders (ITB)
 - ii. Section II - Bid Data Sheet (BDS)
 - iii. Section III - Evaluation and Qualification Criteria
- c. **PART 2: BMC's Project Requirements**
 - i. Section VII - BMC's Project Requirements
- d. **PART 3: Contract**
 - i. Section VIII - General Conditions of Contract (GCC)
 - ii. Section IX- Special Conditions of Contract (SCC)
 - iii. Section IV,X – Bidding & Contract Forms
- e. The Bid Notice - Request for Bids (RFB) issued by BMC is not part of this bidding document.
- f. Unless obtained directly from BMC website, BMC is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document. In case of any contradiction, documents obtained directly from BMC shall prevail.
- g. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.

6. Clarification of Bidding Document

- a. A Bidder requiring any clarification of the bidding document shall contact BMC by email to BMC's email address specified **in the BDS**. BMC will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the Bid Notice**. If so specified **in the BDS**, BMC shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, BMC shall amend the bidding document accordingly.

7. Amendment to the Bidding Document

- a. At any time prior to the deadline for submission of Bids, BMC may amend the bidding document by issuing addenda\ corrigendum.
- b. BMC shall publish the addendum\ corrigendum on BMC's web page and any addendum\ corrigendum issued shall be part of the bidding document.
- c. To give prospective Bidders reasonable time in which to take an addendum\ corrigendum into account in preparing their Bids, BMC may extend, as necessary, the deadline for submission of Bids.

C. Preparation of Bids

8. Cost of Bidding

- a. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and BMC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

9. Language of Bid

- a. The Bid as well as all correspondence and documents relating to the Bid exchanged by the Bidder and BMC shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

10. Documents Comprising the Bid

- a. The Bid shall comprise the following:
 - i. **Letter of Bid** – duly filled in; and uploaded on e-Tendering System of BMC;
 - ii. **Schedules:** priced Activity Schedule to be filled in online commercial bid format of e-Tendering System of BMC;
 - iii. **Bid Security (EMD):** to be paid online on e-Tendering System of BMC;
 - iv. **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, to be uploaded on e-Tendering System of BMC; written confirmation may include resolution of the Board of Directors of the Company authorizing the signatory of the Bid to commit the Bidder or Power of Attorney executed by the Bidder in favour of the signatory of the Bid;
 - v. **Qualifications:** documentary evidence establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;

- vi. **Bidder's Eligibility:** documentary evidence establishing the Bidder's eligibility to Bid;
- vii. **Conformity:** documentary evidence, that the Services conform to the bidding document; and
- viii. any other document required **in the BDS (if mentioned)**.

b. The Bid documents listed above shall be submitted in three folders as following:

- i. Folder 1 / Packet A – Letter of Bid, Documentary Evidence of Online Payment of Bid Security (EMD) on e-Tendering System of BMC, Authorization, Bidder's Eligibility
- ii. Folder 2 / Packet B – Documentary evidence of Qualifications and Conformity
- iii. Folder 3 / Packet C – priced Activity Schedule to be duly filled in the online form of commercial offer on e-Tendering System of BMC. Bidder shall NOT disclose the rates / prices quoted in any other Bid document.

11. Letter of Bid and Activity Schedule

- a. The Letter of Bid and all other formats including priced Activity Schedule shall be prepared using the relevant forms furnished in this Bid Document. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

12. Alternative Bids

- a. Alternative Bids shall not be considered.

13. Bid Prices and Discounts

- a. The prices and discounts (including any price reduction) quoted by the Bidder in the online commercial bid format of BMC's e-Tendering system shall conform to the requirements specified below.
- b. The Contract shall be for the Services, as described in bid document and in the Specifications of the services, based on the priced Activity Schedule, submitted by the Bidder.
- c. The Bidder shall fill in rates for all items of the Services described the online commercial bid format of BMC's eTendering system taking into consideration the Specifications, listed in **Section - BMC's Project Requirements**. Items for which no rate or price is entered by the Bidder will not be paid for by BMC when executed and shall be deemed covered by the other rates and prices in the commercial bid format.
- d. All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date of the deadline for submission of Bids, shall be included in the total Bid price submitted by the Bidder.

14. Currencies of Bid and Payment

- a. The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in Indian Rupees (₹).

15. Documents Establishing Conformity of Services

- a. To establish the conformity of the Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in the Section - BMC's Requirements.
- b. Standards for provision of the Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to BMC's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section - BMC's Requirements.

16. Documents Establishing the Eligibility and Qualifications of the Bidder

- a. To establish Bidder's eligibility, Bidders shall complete the Letter of Bid, included in **Section - Bidding & Contract Forms**.
- b. The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to BMC's satisfaction that the Bidder meets each of the qualification criterion specified in Section - Evaluation and Qualification Criteria.
- c. All Bidders shall provide in Section - Bidding & Contract Forms, a preliminary description of the proposed methodology, work plan and schedule.

17. Period of Validity of Bids

- a. Bids shall remain valid until the date specified **in the BDS** or any extended date if amended by BMC. A Bid that is not valid until the date specified **in the BDS**, or any extended date if amended by BMC, shall be rejected by BMC as nonresponsive.
- b. In exceptional circumstances, prior to the date of expiration of the Bid validity, BMC may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

18. Bid Security

- a. The Bidder shall furnish as part of its Bid, a Bid security, as specified **in the BDS**, in the amount and currency specified **in the BDS**.
- b. The Bid Security shall be valid upto the date of expiry of the Bid validity, or beyond any extended date if requested under **ITB – Period of Validity of Bids**.
- c. Any Bid not accompanied by a Bid Security shall be rejected by BMC as non-responsive.

- d. The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security.
- e. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
- f. Bid Security may be forfeited:
 - i. if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or
 - ii. if the successful Bidder fails to:
 - 1. sign the Contract in accordance with ITB – Signing of Contract; or
 - 2. furnish performance security in accordance with ITB – Performance Security.
 - 3. pay the Legal and Stationery Charges and / or Stamp Duty in accordance with ITB – Legal, Stationery Charges and Stamp Duty

19. Format and Signing of Bid

- a. The Bid shall be digitally signed by a person duly authorized to sign on behalf of the Bidder, using Digital Signature issued by authorized Certifying Authority. This authorization shall consist of a written confirmation and shall be attached to the Bid. The name and position held by the person signing the authorization must be typed or printed below the signature. All scanned pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid and submitted on e-Tendering system of BMC.
- b. In case the Bidder is a JV, the Bid shall be digitally signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

D. Submission and Opening of Bids

20. Deadline for Submission of Bids

- a. Bids must be received by BMC on eTendering system no later than the date and time specified **in the BDS.**
- b. BMC may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document, in which case all rights and obligations of BMC and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

21. Late Bids

- a. BMC shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance **with ITB – Deadline for Submission of Bids.** Any Bid received by BMC after the deadline for submission of Bids shall be declared late and rejected.

22. Withdrawal, Substitution and Modification of Bids

- a. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted, prior to the deadline prescribed for submission of Bids, in accordance with ITB – Deadline for Submission of Bids.
- b. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of the Bid validity specified in the BDS or any extended date thereof. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's EMD.

23. Bid Opening

- a. BMC shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders' designated representatives and anyone who chooses to attend.
- b. Next, all remaining envelopes (submitted online on e-Tendering System of BMC) shall be opened one at a time, reading out: the name of the Bidder and the total Bid Prices; and any other details BMC may consider appropriate.
- c. Only Bids that are opened and read out at Bid opening shall be considered further. The summary of priced Activity Schedule/s of all offers is to be initialed by representatives of BMC attending Bid opening.
- d. BMC shall neither discuss the merits of any Bid nor reject any Bid.
- e. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.

E. Evaluation and Comparison of Bids

24. Confidentiality

- a. Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on the Intention to Award the Contract is published.
- b. Any effort by a Bidder to influence BMC in the evaluation or contract award decisions may result in the rejection of its Bid.
- c. Notwithstanding in the above clause, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact BMC on any matter related to the Bidding process, it should do so in writing.

25. Clarification of Bids

- a. To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, BMC may, at BMC's discretion, ask any Bidder for clarification of its Bid including breakdowns of the prices in the Activity Schedule, and other information that BMC may

require. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by BMC shall not be considered. BMC's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted.

- b. If a Bidder does not provide clarifications of its Bid by the date and time set in BMC's request for clarification, its Bid may be rejected.

26. Deviations, Reservations, and Omissions

- a. During the evaluation of Bids, the following definitions apply:
 - i. "Deviation" is a departure from the requirements specified in the bidding document;
 - ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

27. Determination of Responsiveness

- a. BMC's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB – Documents Comprising the Bid.
- b. A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - i. if accepted, would:
 - 1. affect in any substantial way the scope, quality, or performance of the Services specified in the Contract; or
 - 2. limit in any substantial way, inconsistent with the bidding document, BMC's rights or the Bidder's obligations under the Contract; or
 - ii. if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- c. BMC shall examine the technical aspects of the Bid submitted in accordance with ITB - Documents Establishing Conformity of Services and ITB - Documents Establishing the Eligibility and Qualifications of the Bidder, in particular, to confirm that all requirements of Section - BMC's Requirements have been met without any material deviation or reservation, or omission.
- d. If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by BMC and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

28. Nonconformities, Errors and Omissions

- a. Provided that a Bid is substantially responsive, BMC may waive any nonconformities in the Bid.
- b. Provided that a Bid is substantially responsive, BMC may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

29. Evaluation of Bids

- a. BMC shall use the criteria and methodologies listed in this ITB and Section - Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, BMC shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:
 - i. substantially responsive to the bidding document; and
 - ii. the lowest evaluated cost.

30. Comparison of Bids

- a. BMC shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB – Evaluation of Bids to determine the Bid that has the lowest evaluated cost.

31. Abnormally Low Bids

- a. An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low (as defined in BDS) to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.
- b. In the event of identification of a potentially Abnormally Low Bid, BMC shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- c. After evaluation of the price analyses, in the event that BMC determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, BMC shall reject the Bid.

32. Qualification of the Bidder

- a. BMC shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid is eligible and meets the qualifying criteria specified in **Section - Evaluation and Qualification Criteria**.
- b. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Documents Establishing the Eligibility and Qualifications of the Bidder. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Bidder that submitted the Bid.
- c. Prior to Contract award, BMC will verify that the successful Bidder (including each member of a JV) is not disqualified by BMC due to noncompliance with any other contractual obligations. BMC will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, BMC shall reject the Bid.
- d. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event BMC shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

33. BMC's Right to Accept Any Bid, and to Reject Any or All Bids

- a. BMC reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

34. Award Criteria

- a. Subject to ITB - BMC's Right to Accept Any Bid, and to Reject Any or All Bids, BMC shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:
 - i. substantially responsive to the bidding document; and
 - ii. the lowest evaluated cost.

35. Notification of Award

- a. Prior to the date of expiry of the Bid validity, or any extension thereof, BMC shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that BMC will pay the Service Provider in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- b. Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

36. Signing of Contract

- a. BMC shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement.
- b. The successful Bidder shall sign, date and return to BMC, the Contract Agreement within twenty-eight (28) days of its receipt.

37. Performance Security

- a. Within twenty-eight (28) days of the receipt of the Letter of Acceptance from BMC, the successful Bidder shall furnish the Performance Security in accordance with the relevant GCC, using for that purpose the Performance Security Form included in Section – Bidding and Contract Forms. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a Bank that has been determined to be acceptable to BMC.
- b. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event BMC may award the Contract to the Bidder offering the next Most Advantageous Bid.

38. Legal, Stationery Charges & Stamp Duty

- a. Within twenty-eight (28) days of the receipt of the Letter of Acceptance from BMC, the successful Bidder shall furnish the Legal & Stationery Charges, using for that purpose the table given in Section Bidding and Contract Forms or revised Legal and Stationery Charges published by BMC from time to time and effective on the date of issuance of the Notification of Award. The successful Bidder shall note that stationery charges as given in the relevant table shall be recovered from the successful Bidder for supply of requisite prescribed forms for preparing certificate bills in respect of the work.
- b. Within twenty-eight (28) days of the receipt of the Letter of Acceptance from BMC, the successful Bidder shall pay Stamp Duty, in accordance with the provisions of Article 63, Schedule I of Bombay Stamp Act 1958, using for that purpose the table given in Section

Bidding and Contract Forms or revised Stamp Duty Charges published by the Government from time to time and effective on the date of issuance of the Notification of Award.

- c. BMC shall recover shortfall if any, in the amount of Stamp Duty paid by the successful Bidder, and shall deposit the shortfall amount to Superintendent of Stamp, Mumbai within fifteen (15) days from the intimation of notice of short payment of Stamp Duty.

39. 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 Bidder 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 Bidders for participation in the Bidding Process. The Brihanmumbai Municipal Corporation(BMC) also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder.

Section II - Bid Data Sheet (BDS)

ITB Clause No.	Information	Details
A. General		
1a.	Project Name	Selection of System Integrator for Development, Maintenance & Support of WhatsApp Chatbot Solution for BMC
1b.	Bid Document reference No and Start Date	Bid No. 7200048977 dated 28.02.2023 Start Date 03.03.2023 Time 11.00 Hrs
1c.	RFX Fee (Tender Fee: non-refundable)	₹10,400.00 (Ten Thousand Four Hundred only)
1d.	Intended Completion Date	
1e.	Performance Security	5% of the contract value Within 28 days from the date of the award of the contract or prior to signing of the contract whichever is earlier or as intimated in the notification of intention to award/work order issued by BMC
B. Contents of Bidding Document		
7a.	Contact Person for clarification of Queries	Shri. Dennis Fernandes, Assistant Engineer (IT) Office of Director (IT), Worli Data Center, Ground Floor, Engineering Hub Building, Dr. E. Moses Road, Worli, Mumbai – 400018.
7a.	Contact Information	se04.it@mcgm.gov.in With a CC to director.it@mcgm.gov.in Mobile: 9833382724 or Landline : 022-24811297
7a.	BMC Website for publishing corrigendum if any	https://portal.mcgm.gov.in -> For Partners -> Explore -> Tenders View
C. Preparation of Bids		
18.	Bid Validity Period	180 Calendar Days from the Date of Submission of Bid
19.	Amount & Currency of Bid Security (EMD)	₹7,65,000/- (Seven Lakh Sixty-Five Thousand only)

D. Submission and Opening of Bids		
21.	Last date for submission of Bids	17.03.2023 up to 4 P.M.
24.	Date, time and venue of opening of Pre-qualification and Technical covers received in response to the E-Procurement Notice	17.03.2023 after 5 P.M. Office of Director (IT), Gr. Floor, Worli Data Center, Engineering Hub Building, Dr. E. Moses Road, Worli, Mumbai – 400018.
24.	Date, time and venue of technical presentations by qualified bidders.	(Date & Time will be informed by BMC) Office of Director (IT), Gr. Floor, Worli Data Center, Engineering Hub Building, Dr. E. Moses Road, Worli, Mumbai – 400018.
24.	Date, time and venue of opening of financial cover received in response to the E-Procurement Notice	23.03.2023 after 3 P.M. Office of Director (IT), Gr. Floor, Worli Data Center, Engineering Hub Building, Dr. E. Moses Road, Worli, Mumbai – 400018.
F. Award Criteria		
19.	Contract Security Validity Period	Valid upto the entire contract period + 3 Months (including defect liability period or payment of final bill whichever is later)

Section III - Evaluation and Qualification Criteria

#	Qualification Criteria	Documentary Evidence
1.	The bidder should be a company registered under Indian Companies Act, 1956 and 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Proprietorship firm or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008.	Copy of Certificate of Incorporation signed by Authorized Signatory of the Bidder/ certified deed of partnership
2.	The Bidder should have an average annual turnover of at least ₹15 crores from IT/ ITES for the last three audited financial years.	Certificate from the Chartered Accountant clearly stating the turnover of the company for last three year
3.	Bidder should have positive net worth as on 31st March 2022.	Certificate from the Chartered Accountant clearly stating the net worth
4.	The bidder should have following valid certifications ISO/IEC 9001:2008 or higher AND ISO/IEC 27001:2013 or higher AND SEI CMMi level 3 or higher	Copy of the Certificate(s) signed and stamped by the authorised signatory of the Bidder
5.	The Bidder/OEM must have experience of successful Go-Live / completed project(s) during last five years (as on the last date of bid submission) in Central / State Government/Urban Local Bodies / Public Sector Companies/Large enterprises/BFSI of below mentioned project value in India: Project shall include Chatbot development / customization/ configuration and operations & maintenance of WhatsApp Business API services and Chatbot Solution. 1. At least one project with a value not less than ₹3 crores OR 2. At least two projects with a value not less than ₹2 crores each OR 3. At least three projects with a value not less than ₹1.5 crores each	Work Order + Completion Certificates from the client along with format mentioned under (Annexure II) for all the projects. OR Work Order + Go-Live Certificate (for ongoing projects) from the client along with format mentioned under (Annexure II) for all the projects.
6.	The Bidder/OEM must have at least 50 full time technical experts on its payroll as on date of submission of bid,	Copy of latest EPF deposit challan or declaration from HR.

#	Qualification Criteria	Documentary Evidence
7.	The bidder/OEM should be recognized WhatsApp Business Solution Provider (BSP) accredited directly by Meta or authorized business partner of Meta.	Copy of relevant document to be submitted.
8.	The Bidder should have valid documentary proof of GST registration number and PAN Card.	Copy of GST registration number and PAN card
9.	The Bidder/OEM should not have been blacklisted by any Central/State Government Organization or Department in India at the time of submission of the bid.	Declaration by the Bidder as per format given in the bid document (Annexure I)

Evaluation of Technical Bid

1. The Technical Bids of only those Bidders, who qualify in the Pre-Qualification (and/or Technical Qualification) stage, shall be considered and will be evaluated as per the evaluation criteria in this clause. The Bid Evaluation Committee (BEC) / BMC IT Department shall invite each Bidder to make a presentation cum-demonstration as part of the technical evaluation.
2. The BEC / BMC IT Department may require written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents (to be stated precisely as it should be in BMC's interest). For more details, please refer ITB Clause 26 Clarification of Bids.
3. In order to qualify technically, a Bid must secure a minimum of 70% of total marks in technical evaluation after summing up. Only those Bids which have a minimum score of 70% of total marks in technical evaluation will be considered for opening of their Commercial Bid. Only the Bids qualifying the technical evaluation will be considered for commercial evaluation.
4. BMC reserves the right to lower the minimum required marks if none of the Bidders achieves 70% of the total marks.
5. Only the Bids qualifying the technical evaluation will be considered for commercial evaluation.
6. Technical Evaluation of the bids would be carried as follows:
 - i. BMC may appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the Pre-qualification, technical and commercial bids received.
 - ii. The BMC IT Department / BEC will examine the Bids to determine whether they are complete, responsive and whether the bid format conforms to the bid requirements. BMC may waive any informality or non-conformity in a bid which does not constitute a material deviation according to BMC.
 - iii. The bid prices should not be mentioned in any part of the bid other than the Commercial Bid.
 - iv. Any attempt by a bidder to influence the bid evaluation process may result in the rejection of Bid.

- v. The Technical Bids of only those Bidders, who qualify & meet all the criteria in the Pre-Qualification stage, shall be considered, and will be evaluated as per the evaluation criteria given in the section below by the BMC IT Department / Bid Evaluation Committee (BEC).
- vi. The BMC IT Department / BEC may require verbal/written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid.
- vii. In order to qualify technically, a Bid must secure a minimum of 70% of total marks in technical evaluation after summing up. Only those Bids which have a minimum score of 70% of total marks in technical evaluation will be considered for opening of their Commercial Bid.
- viii. BMC reserves the right to lower the minimum required marks if none of the Bidders achieves 70% of the total marks
- ix. Technical Evaluation of the bids would be carried as follows:

Section	Evaluation Criteria	Marks
A	Bidder Capability- Financial Strength, Resources Strength	20
B	Technical Capability, Certifications and Experience	25
C	Solution proposed and Approach & Methodology for implementation	55
Total		100

The following sub-sections explain how the Bidders shall be evaluated on each of the evaluation criteria

#	Criteria Category	Evaluation criterion details	Max Marks (Total=100)	Supporting Documents required
A	Bidder Capability (Maximum Marks– 20)			
A1	Financial Strength of the bidder	Average annual turnover from IT/ITES/ services (Integration of WhatsApp Business API services and Chatbot Solution, Communications Platform as a Service) for the last three audited financial years. • >= 15 Crores : 3 Marks • 1 additional mark for every additional 10 Crore.	5	Audited Balance sheet & P&L statements for last 3 years Turnover Certificate (from the Statutory Auditor/Chartered Accountant)
A2	Resource Strength	The bidder/OEM must have at least 50 technical experts in its payroll as on date of submission of bid. • >= 50 Technical Experts on payroll: 2 Marks 1 Additional Mark for every additional 50 Technical Experts on payroll	5	Copy of latest EPF deposit challan or declaration from HR.
A3	Technical Resources	The bidder/OEM should have technical experts like Project Manager, Solution architect/Chatbot Consultant.	10	Submission of Detailed CV as per Section 7.3 of Annexure II.

#	Criteria Category	Evaluation criterion details	Max Marks (Total=100)	Supporting Documents required
		- Project Manager with at least 2 project experience: 2 Marks - PMP/Prince2 certification: 1 Marks - Solution architect/chatbot consultant with experience of implementation of WhatsApp Chatbot or any other channel: 2 Marks - TOGAF certification: 1 Marks 1 Additional Mark for e-governance project experience.		
B	Technical Capability, Certifications and Experiences (Maximum 25 Marks)			
B1	WhatsApp Business API and Chatbot Development Project Experience	The Bidder must have experience of successful Go-Live / completed project(s) during last five years (as on the last date of bid submission) in Central / State Government/Urban Local Bodies / Public Sector Companies/Large Enterprises/BFSI of below mentioned project value in India: Project shall include Chatbot development / customization / configuration and Operations & maintenance of WhatsApp Business API and Chatbot. - One project of value $\geq$ ₹ 3 crores OR Two projects of value $\geq$ ₹ 2 crores and $<$ ₹ 3 crores each OR Three projects with value $\geq$ ₹ 1.5 crores $<$ ₹ 2 Crore each – 10 marks - Every additional project with value $>$ ₹3 crores – 5 marks	20	Work Order + Completion Certificates from the client along with format mentioned under (Annexure II) for all the projects OR Work Order + Go-Live Certificate (for ongoing projects) from the client along with format mentioned under (Annexure II) for all the projects
B2	Criteria related to Quality-of-Service Delivery, certifications	- The bidder possesses Capability Maturity Model Integration (SEI CMMi) level 3 certification or higher - 2 Marks - ISO/IEC 9001:2008 or higher-1 Marks - ISO/IEC 27001:2013 or higher-2 Marks	5	Certificate(s) signed and stamped by the authorised signatory of the Bidder
C	Solutions proposed and Approach & Methodology, Platform for implementation (Maximum Marks–55)			
C1	Approach & Methodology	Proposed Approach & Methodology shall be evaluated on following parameters:	20	Refer format given in Annexure II-section

#	Criteria Category	Evaluation criterion details	Max Marks (Total=100)	Supporting Documents required
		- Overall understanding of BMC's requirements & explanation on how the proposed solution would meet these requirements clearly - Platform capability - Overall strategy to provide integration with other systems proposed as part of Solution - Solution Architecture, Deployment Architecture, Application Architecture, Integration framework - Business Continuity Plan, Backup & Restoration, Quality Assurance Processes, etc. - Project Management approach with effective usage of project management tools - Team structure with proposed resources including onsite and offsite deployment - Proposed quality control procedures - Risk and mitigation plan - Approach proposed for SLA Monitoring and its tools etc. - Unique Selling Proposition (USP) of proposal in terms of following: Implementation methodology - Change management - Testing procedures innovations and tools		
C2	Innovativeness in the Solution	Bidder is required to propose the innovations and enhancements for the Solution to make it comprehensive. The innovations from the bidder may include - Data Mining and Use of data Analytics for BMC Services - Use of AI, ML in the Solution Design - Any other as may be proposed by the bidder	10	Detailed Submission of the Use Cases, Potential benefits (Technical and Functional) as a separate section in signed technical bid under approach and methodology section
C3	Project Presentation	Following parameters will be evaluated during presentation:	25	Detailed presentation by the bidder to the

#	Criteria Category	Evaluation criterion details	Max Marks (Total=100)	Supporting Documents required
		• Understanding of project requirements (functional and technical) and completeness of proposed solution • Approach & Methodology for implementation • Innovation proposed in the technical solution • Implementation Timelines and Staffing Plan • Clarifications given during Presentation		Tender Evaluation Committee / BMC IT Department.

Section IV- Bidding Forms

1. Letter of Bid

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of RFB process]*

To:

The Director, Information Technology,
Brihanmumbai Municipal Corporation
Information Technology Department,
Extension Building, Municipal Head Office,
1, Mahapalika Marg, Fort,
Mumbai -400001

We, the undersigned, declare that:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda/ Corrigendum issued in accordance with ITB - Sections of Bidding Document;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB – Eligible Bidders;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the BMC based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in India in accordance with ITB – Eligible Bidders;
- (d) **Conformity:** We offer to provide the Services in conformity with the bidding document of the following: Selection of System Integrator for Implementation of services for BMC;
- (e) **Bid Validity Period:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB – Period of Validity of Bids]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- (g) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB – Eligible Bidders, other than alternative Bids submitted in accordance with ITB – Alternative Bids;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not

controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the BMC. Further, we are not ineligible under the Indian laws;

- (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB Eligible Bidders];*
- (j) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Bidder: **[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ***[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

***:** In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

****:** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

2. Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of Bid submission]

RFB No.: [insert number of Bidding process]

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's country of registration: <i>[insert country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are [scanned] copies of original documents of <i>[check the box(es) of the attached original documents]</i> .. Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB – Eligible Bidders. .. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB – Eligible Bidders. .. In case of state-owned enterprise or institution, in accordance with ITB – Eligible Bidders, documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the agency of the BMC
8. Included are the list of Board of Directors and organizational chart

3. Bidder's JV Members Information Form

Consortium / JV and sub-contracting are not permitted.

4. Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*
- Principal place of business: *[insert]*
- Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume/ Turnover of Services performed in three years in Indian Rupees (₹): *[insert]*
- 1.3 Services performed as prime Service Provider meeting the criteria given in section III – Evaluation and Qualification Criteria.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment / Software System proposed for carrying out the Services. List all information requested below.

Item of equipment / software system	Description, make, and age (years)	Condition (new, good, poor) and number / licenses available	Owned, leased (from whom?), or to be purchased / licensed (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach

biographical data. Refer to GCC Clause – Service Provider’s Personnel.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause – Service Provider’s Actions Requiring BMC’s Prior Approval.

Sections of the Services	Value of subcontract	Subcontractor (Name and address)	Experience in providing similar Services
(a)			
(b)			

1.7 Financial reports for the last three years: Audited balance sheets, profit and loss statements, auditors’ reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB – Eligible Bidders.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the BMC.

1.10 Information regarding any litigation, current or within the last three years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

1.11 Statement of compliance with the requirements of ITB – Eligible Bidders.

1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding document.

2. Joint Ventures Consortium and sub-contracting are not permitted.

3. Additional Requirements 3.1 Bidders should provide any additional information required **in the BDS.**

5. Annexures

A. Manufacturers' / Producers' Authorisation Form / Supply / Support Services

Date: DD/MM/YYYY

To,

The Director, IT

Brihanmumbai Municipal Corporation,

Information Technology Department,

Municipal Annex Building, Municipal Head Office,

Mahapalika Marg, Fort, Mumbai -400001

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

Dear Sir,

We, who are established and reputable manufacturers / producers of _____ having factories / development facilities at (*address of factory / facility*) do hereby authorise M/s _____ (*Name and address of Agent*) to submit a Bid and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation. We also hereby certify that the proposed products for this project are not end of life & we shall continue to support the supplied product till end of contract period of the SI and thereafter.

We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

- a. Such Products as BMC may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and
- b. in the event of termination of production of such Products:

- i. advance notification to BMC of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
- ii. Following such termination, furnishing at no cost to the BMC, the blueprints, design documents, operations manuals, standards and specifications of the Products, if requested.

We duly authorise the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

Signature (with official seal)

Name:

Name of Manufacturer/Producer:

Designation:

Address:

Telephone & Fax:

E-mail address:

Date:

Place:

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

B. Format for Declaration by the Bidder for not being Blacklisted / Debarred

(To be submitted on the Letterhead of the responding firm)

(On Stamp Paper of Rs 500)

(To be submitted on the Letterhead of the responding firm)

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 tender document including addendum, condition of contract, specification, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender 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

C. Table of Legal, Stationery Charges and Stamp Duty Payable by the successful Bidder and List of Approved Banks for Submission of Performance Security

1. Table of Legal & Stationery Charges

Contract Value						Legal+ Stationery Charges (₹)
From	₹.	0	To	₹.	50,000/-	Nil
From	₹.	50,001/-	To	₹.	1,00,000/-	6290/-
From	₹.	1,00,001/-	To	₹.	3,00,000/-	10380/-
From	₹.	3,00,001/-	To	₹.	5,00,000/-	12470/-
from	₹.	5,00,001/-	To	₹.	10,00,000	14510/-
from	₹.	10,00,001/-	To	₹.	20,00,000	16570/-
from	₹.	20,00,001/-	To	₹.	40,00,000	18660/-
from	₹.	40,00,001/-	To	₹.	1,00,00,000	20720/-
from	₹.	1,00,00,001/-	To	₹.	10,00,00,000	24450/-

2. Stamp Duty Charges

(a)	Where the amount or value set forth in such contract does not exceed rupees ten lakh.	Five Hundred rupees stamp duty
(b)	Where it exceeds rupees ten lakhs	Five hundred rupees plus 0.1% of the amount above rupees ten lakh subject to the maximum of rupees twenty-five lakh stamp duty.
(c)	Stamp Duty on Bank Guarantee	0.5% for the amount secured by Bank Guarantee subject to maximum of rupees ten lakh.

3. List of Approved Banks

The Performance Security (Bank Guarantee) issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Bank Guarantee is countersigned by the Manager of a Branch of the same Bank within the Mumbai City limit categorically endorsing thereon that the said Bank Guarantee 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 Implementation Agency furnishing the Banker's guarantee.

Nationalized Banks.		
Bank of Baroda	Bank of India	Bank of Maharashtra
Canara Bank	Central Bank of India	Indian Bank
Indian Overseas Bank	Punjab & Sind Bank	Punjab National Bank
State Bank of India	UCO Bank	Union Bank of India
Private Sector Banks.		
Axis Bank Ltd.	Bandhan Bank Ltd.	CSB Bank Ltd.
City Union Bank Ltd.	DCB Bank Ltd.	Dhanlaxmi Bank Ltd.
Federal Bank Ltd.	HDFC Bank Ltd	ICICI Bank Ltd.
IndusInd Bank Ltd	IDFC First Bank Ltd.	Jammu & Kashmir Bank Ltd.
Karnataka Bank Ltd.	Karur Vysya Bank Ltd.	Kotak Mahindra Bank Ltd
Lakshmi Vilas Bank Ltd.	Nainital Bank Ltd.	RBL Bank Ltd.
South Indian Bank Ltd.	Tamilnad Mercantile Bank Ltd.	YES Bank Ltd.
IDBI Bank Ltd.		
Scheduled Urban Co-op. Banks Licensed to issued Bankers Guarantee.		
Abhyudaya Co-Op. Bank Ltd.	Bassein Catholic Co-Op. Bank Ltd.	Bharat Co-Op. Bank Ltd.
Bombay Mercantile Co-Op. Bank Ltd.	Citizen Credit Co-Op. Bank Ltd.	Dombivli Nagari Sahakari Bank Ltd.
Greater Mumbai Co-Op. Bank Ltd.	Janakalyan Sahakari Bank Ltd.	Janata Sahakari Bank Ltd.

Kalyan Janata Sahakari Bank Ltd.	Kapol Co-Op. Bank Ltd.	Mahanagar Co-Op. Bank Ltd.
Mumbai District Central Co-Op. Bank Ltd.	NKGSB Co-Op. Bank Ltd.	New India Co-Op. Bank Ltd.
Parsik Janata Sahakari Bank Ltd.	Punjab & Maharashtra Co-Op. Bank Ltd.	Rupee Co-Op. Bank Ltd.
Sangli Urban Co-Op. Bank Ltd.	Saraswat Co-Op. Bank Ltd.	Thane Bharat Sahakari Bank Ltd.
Thane Janata Sahakri Bank Ltd.	The Cosmos Co-Op. Bank Ltd.	The Shamrao Vitthal Co-Op. Bank Ltd.
The Zoroastrian Co-Op. Bank.		
State Co-op. Banks.		
The Maharashtra State Co-Op. Bank.		
Foreign Banks.		
Australia and New Zealand Banking Group Ltd.	Westpac Banking Corporation	Bank of Bahrain & Kuwait BSC
AB Bank Ltd.	Sonali Bank Ltd.	Bank of Nova Scotia
Industrial & Commercial Bank of China Ltd.	BNP Paribas	Credit Agricole Corporate & Investment Bank
Societe Generale	Deutsche Bank	HSBC Ltd
PT Bank Maybank Indonesia TBK	Mizuho Bank Ltd.	Sumitomo Mitsui Banking Corporation
The Bank of Tokyo- Mitsubishi UFJ, Ltd.	Cooperatieve Rabobank U.A.	Doha Bank
Qatar National Bank	JSC VTB Bank	Sberbank
United Overseas Bank Ltd	FirstRand Bank Ltd	Shinhan Bank
Woori Bank	KEB Hana Bank	Industrial Bank of Korea
Kookmin Bank	Bank of Ceylon	Credit Suisse A.G
CTBC Bank Co., Ltd.	Krung Thai Bank Public Co. Ltd.	Abu Dhabi Commercial Bank Ltd.

Mashreq Bank PSC	First Abu Dhabi Bank PJSC	Emirates Bank NBD
Barclays Bank Plc.	Standard Chartered Bank	NatWest Markets Plc
American Express Banking Corporation	Bank of America	Citibank N.A.
J.P. Morgan Chase Bank N.A.	SBM Bank (India) Limited*	DBS Bank India Limited*
Bank of China Ltd.		

D. Authorization letter for attending pre-bid meeting / bid opening

(To be provided on the letter head of Bidder)

No.....

Date.....

To

The.....

Brihanmumbai Municipal Corporation,

Mumbai.

Subject: - Attending Pre-bid Meeting / Bid Opening

Reference: - 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:

E. Irrevocable Undertaking

(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 & 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 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 GST Act.

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

Solemnly affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

F. Pre-Bid Query Format

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

BIDDER 'S REQUEST FOR CLARIFICATION	
<<Name of Organization submitting query / request for clarification>>	
<<Full formal address of the Organization including phone, fax and email points of contact>>	Tel:
	Fax:
	Email:

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

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

1. Commercial Bid Cover Letter

Date: dd/mm/yyyy

To

The Director, IT
Brihanmumbai Municipal Corporation,
Information Technology Department,
Ground Floor, Worli Data Centre, Dr. E Moses Road, Worli Naka,
Worli, Mumbai-400 018

Sub: "Selection of System Integrator for Implementation of services for BMC"

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

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of Selection of System Integrator for Implementation of services for BMC 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. Taxes are quoted separately under relevant sections, as specified in the bid formats.
- 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 Instruction to Bidders. 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

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form 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:

2. Commercial Bid Format and Instructions

The Bidder has to quote the rate in the BoQ Spreadsheet available online with this bid. Details to be filled up for price bid are as below -

General Instructions

- Bidder should provide all prices as per the prescribed format under this Annexure.
- All the prices are to be entered in Indian Rupees ONLY.
- Prices indicated in the schedules shall be inclusive of all other taxes, Levies, duties etc. including GST. The prices should also specify the three-year support cost as per provided formats.
- BMC reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- BMC shall take into account all Taxes, Duties & Levies for the purpose of Evaluation.
- The Bidder needs to account for all Out-of-Pocket expenses due to Boarding, Lodging and other related items.
- Quantities mentioned in the commercial formats are indicative in number. BMC may or may not procure all components. BMC has the rights to delete any of the components/items before final implementation. In addition, BMC reserves the right to remove any of the line components (as per BOQ provided).
- The Unit Rate as mentioned in the following formats may be used for the purpose of 'Change Order' for respective items, if any. However, based on the market trends, BMC retains the right to negotiate this rate for future requirement. Bidder shall ensure that the future products supplied are of latest specifications as per the OEM roadmap.
- 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.
- Bidder should refer to the RFP for details on the functional requirements of the system and the benchmark specifications for the items mentioned in the Commercial formats.
- The Implementation Agency will quote both for Implementation cost and the Operations and Maintenance cost, the details of which are given in the Bid Document.
- BMC to scale up and scale down resources based on requirements. Any line items may be removed from the scope based on BMC's discretion.
- 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.
- The Contract Price shall be firm and not subject to any alteration.
- The Implementation agency 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.

- Please note 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 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.
- The rate/cost quoted for AMC and price discovery elements would be considered for additional procurement/payment in future.
- Wherever present, the items mentioned as Lump Sum in above table will have quantity as 1 in the BoQ available online via e-tendering. However, the bidder should consider the same as Lump Sum and submit the commercials.
- No advance payment shall be made towards any activity

3. Summary of Cost Components (BOQ)

#	Item	Ref. Schedule	Quantity	Unit	Rate (incl. of All Taxes)
Design, development deployment Cost					
1.	Cost for design, development & deployment of complete Omni Channel including WhatsApp Chatbot Solution	A	1	Lumpsum	
Development Period - TOTAL Design, Development & deployment Cost (A)					
OPERATIONAL COST FOR 3 YEARS					
2.	Charges for WhatsApp Message (Initiated by BMC)	B	3,50,00,000	Nos	
3.	Charges for WhatsApp Message (Initiated by Citizen)	C	2,50,00,000	Nos	
4.	Technical Support, hosting and maintenance monthly charges for WhatsApp Chatbot solution (including any other sessions charges, etc.)	D	36	Months	
5	Cost for Change Request	E	1800	Hours	
Post Development Period - TOTAL Operational for 3 Years (B+C+D+E)					
Grand Total (I + II) (in figures)					
Grand Total in Words					

The bidder(s) has to ensure that their financial proposal is structured in such a way that the costs against Design & Development quoted in the project do not exceed more than 40% of total costs of the project.

Cost for Live Users/Agent.

Sr. No.	Category	Quantity	Unit	Rate (incl. of All taxes)
1	Live Users/Agents	1	Nos	

Note: The Live User/ agent rates has been sought also for the purpose of add/delete/update user agents during the contract period as & when required. Payment shall be carried out during contractual period on actual basis. (Purchaser shall ensure that the additional scope executed through these rates shall not exceed 25% of cost of the total contract value.)

H. Draft Non-Disclosure Agreement

(To be submitted on a Rs. 500 Stamp Paper)

This Non-Disclosure Agreement ("Non-Disc") is made and entered into ____ day of ____ month ____ year (effective date) by and between _____ ("Department") and _____ ("Company").

Whereas, Department and Company have entered into an Agreement ("Agreement")

_____ effective _____ for _____; and

Whereas, Each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. As used herein:

- a) The term "Confidential Information" shall include, without limitation, 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 and prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, 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 Department.
- c) The term, "Company" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

2. Protection of Confidential Information: With respect to any Confidential Information disclosed to it or to which it has access, Company 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 confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the parties take to protect the confidentiality 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, citizen/users/persons/customers database, Bids developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from 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 party; and
 - e) Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or 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, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
3. **Onus.** Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
4. **Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
- a) Which is independently developed by Company 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 Company; or
 - c) Which at the time of disclosure to Company 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;
5. **Remedies.** Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department; (b) Company 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, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations

contained in this Agreement. In addition Company 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 attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.

6. **Need to Know.** Company 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.
7. **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.
8. **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
9. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. **Dispute Resolution.** If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to the Hon. Municipal Commissioner, BMC.
 - a) The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereof.
 - b) The place of arbitration shall be Mumbai.
 - c) The arbitrator's award shall be substantiated in writing and binding on the parties.
 - d) The proceedings of arbitration shall be conducted in English language.
 - e) The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
11. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Mumbai, India only.
12. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.

13. **Amendments.** No amendment, 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.
14. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. **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 to 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 unenforceability shall not affect the other provisions of this Agreement.
16. **Waiver.** If either party should waive any breach of any 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.
17. **Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
18. **Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Company 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 Company and Department.
19. **Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department	For Company
Name:	Name:
Title:	Title:
WITNESSES:	WITNESSES:
1.	1.
2.	2.

I. Use Cases - Services to be implemented

1. High level Use cases implemented in Bot consist of:

- a. About BMC
- b. Know your ward
- c. Health services
- d. Education services
- e. Civic Services
- f. Amenities near me
- g. Best services

2. About BMC helps to provide information related to Mayor, Municipal Commissioner, BMC Portal, MyBMC 24x7 mobile app and Donate.

3. Know your ward helps citizens to know their ward based on PIN code or location

4. Civic services are of 2 types:

a. Grievance redressal: Where citizens/ business/ tourist can either raise a complaint or track a complaint.

b. Online services: Under online services citizens can avail different online services like:

- i. Bill Payments
- ii. Property Tax
- iii. Water Bill
- iv. License Services
 - 1. Duplicate License
 - a. Trade
 - b. Advt. Other's Process
 - c. Hoarding
 - d. Projection & Stall Board
 - 2. License Renewal
 - 3. Cancellation of License
 - 4. App for Restoration

- v. Festival Permissions
- vi. Application Payments

c. In amenities near me BMC provides below services:

- i. Health facilities
 - 1. Dispensaries
 - 2. Hospitals
 - 3. Funeral Sites
- ii. Education Facilities
- iii. Recreation Facilities
- iv. Ward Offices
- v. Transport Facilities

- d. BEST services are categorized into Electricity and Transport. Services under electricity and transport are given below:
 - i. Electricity
 - 1. Apply for new connection
 - 2. Apply for Change of Name
 - 3. Track Application
 - 4. Pay Bill
 - 5. Opt for e-Bill
 - 6. Report Electricity Theft
 - 7. Register A Complaint
 - ii. Transport
 - 1. BEST Service Routes
 - 2. Bus Stops Near Me
- e. Under health services citizens can check for COVIN vaccination appointment slots.
- 5. Blood Bank Availability by sharing current location/PIN CODE
- 6. Addition of artificial and natural pond for Ganpati Visarjan service on WhatsApp Chatbot in both English and Marathi flow
- 7. OPD Details in Amenities Near Me >> Health Facility section just by sharing current location/PIN CODE
- 8. Search the LIVE tender using the tender/ bid no. on WhatsApp ChatBot
- 9. Blood Test Lab Report to be sent on Citizens' (Patient's) WhatsApp Number
- 10. Implementing voice to text, Key word search and QR Code for select services like Aqua Payment, Property Tax Payment, Raise a Complaint, Hospitals Near Me, Marriage registration, etc. through WhatsApp Chatbot
- 11. API integrations are done for some of the services, while some services are static, and others have re-direction link.

Section V – Stands Deleted

Section VI - Fraud and Corruption

1. Purpose

1.1 The BMC's Anti-Corruption Guidelines and this annex apply with respect to procurement under this subject work.

2. Requirements

2.1 The BMC requires that; bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of BMC-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the BMC:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a BMC investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the BMC's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the BMC determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or

indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis-procurement, if the BMC determines at any time that representatives of the BMC or of a recipient of any part of the proceeds of the project / subject work engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the BMC representative/s having taken timely and appropriate action satisfactory to the BMC to address such practices when they occur, including by failing to inform the BMC in a timely manner at the time they knew of the practices;
- d. Pursuant to the BMC's Anti- Corruption Guidelines and in accordance with the BMC's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a BMC-financed contract, financially or in any other manner; (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a BMC-financed contract; and (iii) to participate further in the preparation or implementation of any BMC-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by BMC, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the BMC to inspect all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the BMC.

Part II – BMC’s Requirements

Section VII – BMC’s Requirements

(INCLUDING TECHNICAL REQUIREMENTS, IMPLEMENTATION SCHEDULE, SYSTEM INVENTORY TABLES, BACKGROUND AND INFORMATIONAL MATERIALS)

Brihanmumbai Municipal Corporation (BMC) is dedicated to implement a transparent and accountable governance. With this intention BMC has become one of the pioneer Municipal Corporations in implementing innovative solutions for the benefit of citizens.

In its bid to increase its reach to the citizens, BMC intends to leverage the benefits of ICT and implement state of the art solution to enhance the effectiveness of various citizen services, schemes etc. launched. BMC is adopting latest technology for providing ease of access and faster service delivery.

During the Covid-19 pandemic the need was felt for providing easy adoptable and interactive Technology solution for sharing information related to COVID-19 Vaccination to large section of Mumbai.

One such technology i.e. Intelligent Virtual Assistant (IVA) using Whatsapp’s chatbot was introduced for providing the services from the BMC’s systems such as SAP, GIS etc.

1. Software Architecture overview

High level architecture and their interactions/relationships is shown below for reference.

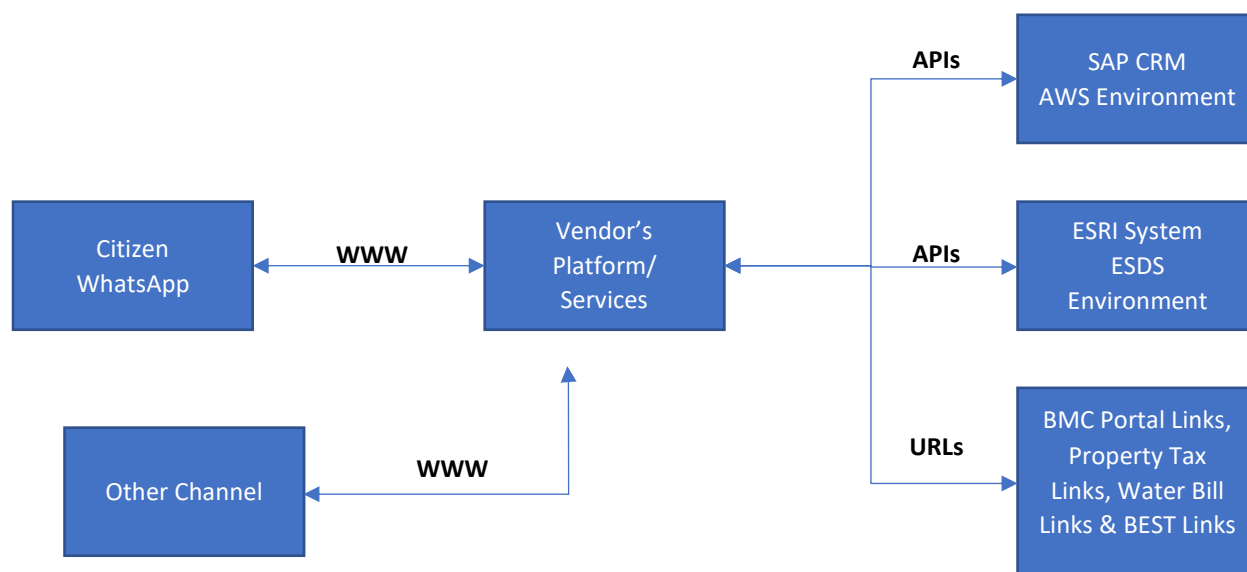


Fig. 1: High-Level Architecture of MyBMC Assist WhatsApp Chatbot

The BMC wishes to engage an agency (hereafter referred to as “Service Provider”, “Implementation Agency”, “Selected Agency”, “Vendor”, and “Bidder”) for a period of three years for providing Omnichannel IVA including WhatsApp Business API services and implementation of WhatsApp Chatbot. The requirements, specifications and bill of quantities is mentioned in this bid document.

Summary of the key tracks of the scope of work, major activities to be performed by the bidder, associated timelines, deliverables and payment terms are as mentioned below:

T=Date of issuance of Purchase order / Letter of Intent for specific location

Description	Major Activities	Timelines	Deliverables	Payment Terms
Cost for design, development & deployment				
Pre-Implementation study/ Inception report	- Project Charter - Detailed Project Implementation plan and report	T + 7 days	D1	5% of Cost for design, development (Line item 1.1 of financial bid)
Design, development & deployment of IVA solution Integration with SAP, GIS etc. applications Dashboard & Reporting UAT	- System Design & Configuration Document - Technical documents & User manual for the solution - Integration report - UAT Sign-Off	T+ 25 days	D2	65% of Cost for design, development & deployment (Line item 1.1 of financial bid); on successful delivery & after User Acceptance Testing
Security Audit	Preparation of standard operating procedures Third Party Audit of the Production system. Complete documentation of the solution including Safe To Host Certificate to be submitted.	T + 30 days	D3	10% of Cost for design, development & deployment (Line item 1.1 of financial bid); on submission of Safe to host Certificate
Go-Live of Solution	Go-Live Report of the solution	T + 30 = T1	D4	20% of Cost for design, development & deployment of complete WhatsApp API Business Services, WhatsApp Chatbot Solution (Line item 1.1 of financial bid); after one month of Go-Live by BMC
Post Implementation				

Description	Major Activities	Timelines	Deliverables	Payment Terms
Operations and Maintenance post Go-Live	Day-wise detailed MIS Report for messages sent (inbound and outbound) through WhatsApp Business API solution	T1 + 36 months Quarterly support	D5	Payment shall be paid based on the actual no. of WhatsApp Messages sent/ received during a quarter and hosting and maintenance [unitary price of Line item 2.1, 2.2, 2.3 of Fin. Bid]. On Successful verification of Reports and SLAs if any, by BMC's designated authority
Change Request	List of CR along with the hours required to accomplish those CRs	Applicable as per the Change Control Process defined	D6	Payment shall be paid during a quarter [unitary price of Line item 2.4 of Fin. Bid] and on Successful verification of number of hours of CR and SLAs, if any, by BMC's designated authority
Exit Management	Exit Governance Exit Agreement Service Closure Knowledge and Documentation Transfer		D7	on Successful verification of deliverable SLAs if any will be made applicable by BMC's designated authority

Detailed Scope of Work

The following sections detail out the scope of work to be performed by the Agency/OEM. It is to be noted that while efforts have been made to provide extensive details, it shall be the responsibility of the Agency/OEM to include in the quoted commercial any additional software, human resources or processes that may be required to extend the agreed upon services as per the service levels outlined in this RFP document.

Below mentioned activities shall cover the scope of work defined for functional requirement in the document.

A. Omnichannel Platform

1. The communication from BMC is to be cohesive in nature across channels, the proposed smart bot platform should be futuristic platform capable of integrating across multiple text-based channels.
2. It should act as an Omnichannel Chatbot Platform with the capability of AI & NLP nodes and also have the capability to support live Agent Chat as & when required.
3. Apart from integrating/enabling WhatsApp channel for communication, the proposed Smart Bot platform able to made Live on existing BMC Portals, mobile app and Twitter DM, Facebook Messenger, Instagram.

B. Chatbot Builder

1. Solution should have Chatbot builder feature via Graphical User Interface accessible online where user should be able to build conversational chatbot directly without any kind of manual assistance from bidder.
2. Also, the chatbot developed, for any particular channel, can be later integrated with any other channel, if asked for.

C. WhatsApp Business API

1. The selected bidder shall set up verified WhatsApp Business accounts of BMC
2. The selected bidder shall ensure WhatsApp Business Account(s) Creation, Verification, and timely approval for BMC
3. The selected bidder shall ensure WhatsApp Number(s)/ WhatsApp sender IDs Configuration with the mapped Business account
4. The selected bidder shall also ensure WhatsApp message template approval from Facebook/ Meta business
5. The selected bidder shall implement opt-in campaign for taking citizens consent for sending messages to their WhatsApp accounts. Bidder must implement opt-in campaign through various communication mechanisms like missed calls, keywords, SMS, email, QR code etc.
6. The selected bidder shall implement an automated process of sending documents like Bills, Certificate, User Manual and other notifications (due date reminders, payment receipts, notices etc.) to citizens WhatsApp accounts by developing APIs & integrating with various software systems developed by BMC. These APIs shall be platform

independent and should be integrable with applications built upon different technologies.

7. The selected bidder shall implement sending WhatsApp messages in Marathi/ Hindi and English language or a combination of all the three languages. Messaging framework must be capable of sending messages in various media formats like image, pdf, video, gifs, emojis, stickers etc. as allowed by WhatsApp and the file size limit should not be not less than that of permissible limit by WhatsApp
8. The selected bidder shall be responsible for implementation of dialogues, keyword search, QR code for select services chatbot
9. The selected bidder shall be responsible for WhatsApp Service integration: Service/ API on-boarding/ integration on WhatsApp Chatbot Solution for various SAP and non-SAP applications.
10. The selected bidder shall be responsible for integration of internal/external logic (API calls, webhooks, custom coding element) for a custom chatbot
11. The selected bidder shall design, develop and implement features like accessing the services using QR code, keyword search, based chatbot (no intents/training phrases).
12. The selected bidder shall provide a console and APIs to send WhatsApp notification/ messages to registered/ nonregistered users of applications developed/maintained by BMC.
13. The solution must include fallback mechanism such that in case a message is undelivered through primary channel, either due to non-registration of user or timeout, the same message should be auto sent over another channel like SMS using existing SMS sender-id and ensure user receives the communication.
14. The selected bidder shall provide console to monitor the traffic on WhatsApp service and to send messages in bulk as well
15. The selected bidder shall provide web interface to employees of BMC for sending WhatsApp notifications/messages to citizens
16. The selected bidder shall provide web interface to view/ download summary and detailed MIS report of sent/ received WhatsApp messages, service wise number of users, usage, and user trends analysis, etc. in .xlsx, .csv etc. format
17. The selected bidder shall provide for sending department specific information (including template specific information), documents like Bills, Certificate, User Manual, and other notifications (due date reminders, payment receipts, notices etc.) to citizen/ user WhatsApp accounts by integrating with various software applications (GIS, SAP and non-SAP) of BMC.
18. The selected bidder shall provide a platform which can broadcast messages through WhatsApp as per requirements of BMC
19. The proposed Platform shall have provision for sending Multimedia messages including videos, pictures in order to reach out to defined users with relevant & contextual messages through WhatsApp messages (User initiated/ Business initiated) and conversations.
20. The solution should be scalable to meet any incremental requirement.
21. Use Cases is illustrated in Annexure – I

Aforesaid process to be carried as applicable for non-WhatsApp channel.

The Agency will be required to implement all the functional requirements specified as below:

D. Dashboard

1. View daily/weekly/monthly count of messages sent or received through WhatsApp
2. Show count of messages with delivered, read, and failed status.
3. Show count of currently active WhatsApp conversation with Chatbot and human agent
4. Ability to view and download report to search conversation with mobile number and fetch the log to analyse content for troubleshooting and measuring efficiency of Chatbot solution
5. All the reports related to SLA Monitoring should be available in .xls, .csv etc. format
6. Dashboard should have responsive design and should be able to automatically resize, hide, shrink, or enlarge, a website, to make it look good on all devices (desktops, tablets, and phones)

E. User/Agent management

1. Ability to add/delete/update user/agent accounts
2. Ability for admin to monitor chatbot conversation with citizens/users.

F. Feedback Management

1. Capture consumer feedback at the end of conversation
2. Conducting scheduled feedback from citizens
3. Conduct Feedback Analysis through charts and dashboards

G. Integration

1. Provide API for sending WhatsApp and other media channel messages using standard communication protocols and data formats.
2. Ability to integrate and retrieve data from applications running in 24x7 Listening to log and capture customer conversation data

H. Testing

1. Bidder shall provide test plan, test methodology, test cases, carry out testing on separate test and development environment and submit test reports along with analysis and corrective measures for comprehensive and sufficient testing of functional, system and integration aspects of application(s) in initial and subsequent stages of development and deployment.

Security Audit

SI has to ensure that the requirement gathering, design, development, testing and deployment of Chatbot solution shall be completed as per timelines specified in RFP. Post that, the SI is expected to ensure conduct Third party audit, Safe to host certificate, preparation of SOP's, Documentation, Live Run and Stabilization of the system before the final Go-Live of the solution.

The live run and stabilization phase shall include end to end live run of applications by SI under the supervision of BMC and its appointed agency if any.

BMC will provide the confirmation for the Go-Live of the solution post successful closure of the live run and stabilization phase. There shall be no change requests applicable in the stabilization phase and SI will be required to ensure closure of all the requirements / new requirements in the stabilization phase to address the gaps (if any) between SRS and actual Solution.

Encryption and Security

1. Ability to encrypt WhatsApp messages exchanged between BMC and citizens
2. Chatbot should comply with all the applicable guidelines issued by MeitY and other regulatory authority from time to time at no additional cost.
3. Bidder should not disclose any information in WhatsApp messages or data generated through Chatbot solution with any third party.

Documentation

SI will provide documentation, as the project undergoes various stages of implementation. Indicative list of documents includes:

- 1) Project Component Documentation: Project Plan in giving out micro level activities with milestone and deadline
- 2) Training Material: Training material will include the presentation, videos used for trainings and any other reference documents
- 3) User Manuals: For all the Application Software Modules, required for operationalization of the system, if applicable.
- 4) System Manual: For all the Application Software Modules, covering detail information required for its administration.
- 5) Project Plan
- 6) Weekly review sheet
- 7) Process document for the handover of configuration and/or software executable for installation on production server.
- 8) Any other document as mentioned in this RFP.

Note: The SI will ensure Upkeep and Updating of all documents and manuals

Go-Live Phase

The Go-Live of the solution will be subject to satisfactory completion of the Stabilization Phase and successful closure of all the requirements identified as a part of Live Run and Stabilization Phase. Go-Live shall mark the successful closure of the implementation phase, live run and Stabilization Phase and beginning of the Operations and Maintenance phase of the project. Successful UAT, Safe to host. The completion letter issued by IT department.

Operations & Maintenance

Post go-live of the applications, SI is expected to provide operations and maintenance (O&M) services for the entire deployed solution as per the period defined in the RFP. This includes

- 1) Provision, deployment, and supervision of personnel required for the operational support to the envisaged system.

- 2) Obtain relevant Certifications and adherence to respective Industry Standards as detailed later in this document
- 3) Manage entire project from conceptualization to operationalization and maintenance as well as subsequent transfer of applications and handholding for a period of six months from the end of this contract.
- 4) Defining exit management program and knowledge transition to respective officials
- 5) Any additional requirements for strengthening the services relating to this project.

SI will operate and maintain all the components of the envisaged system for a period of 3 years. During O&M phase, SI shall ensure that service levels are monitored on continuous basis; service levels are met and are reported to BMC. Following is the broad scope for maintenance and support functions envisaged from the SI:

Application Software Maintenance

- 1) Application support includes, but not limited to, production monitoring, troubleshooting and addressing the functionality, availability and performance issues, implementing the system change requests, etc. The SI shall keep the application software in good working order; perform changes and upgrades to applications as requested by the BMC team. All tickets related to any issue/complaint/observation about the system shall be maintained in a comprehensive ticketing solution.
- 2) SI shall provide all necessary resources and expertise to resolve any issues and carry out required changes, optimizations, and modification so that complete system/solution as a whole works according to the specified requirements and satisfaction of BMC.
- 3) The SI shall address all the errors/bugs/gaps in the functionality offered by solution (vis-à-vis the FRS & SRS signed off for Project) at no additional cost during the operations & maintenance period.
- 4) All patches and upgrades on the system shall be implemented by the SI. Technical upgrade of the installation to the new version, as and when required, shall be done by the SI. Any version upgrade of the software / tool / appliance by SI to be done after taking prior approval of BMC and after submitting impact assessment of such upgrade. In case a COTS system is proposed, all the enhancements for the product are to be implemented till the end of project duration including O&M phase.
- 5) During patches and upgrades SI shall upgrade product as well as the customized code.
- 6) Any changes/upgrades to the software performed during the support phase shall subject to the comprehensive and integrated testing by the SI to ensure that the changes implemented in the system meet the specified requirements and do not impact any other function of the system. Release management for application software will also require BMC's approval. A detailed process in this regard will be finalized by SI in consultation with BMC.
- 7) Issue log for the errors and bugs identified in the solution and any change done in the solution shall be maintained by the SI and periodically submitted to the BMC.
- 8) SI, on a monthly basis, will inform BMC about any new updates/upgrades available for all software components of the solution along with a detailed action report. In case of critical

security patches/alerts, the SI shall inform about the same immediately along with his recommendations. The report shall contain SI's recommendations on update/upgrade, benefits, impact analysis etc. The SI shall need to execute updates/upgrades through formal change management process and update all documentations and Knowledge databases etc. For updates and upgrades, SI will carry it out free of cost by following defined process.

- 9) SI will ensure that the entire solution is operational and runs according to stipulated performance standards.
- 10) SI to upgrade the system, if any latest version of software is available as agreed with BMC. All updates and patches will be provided at no extra cost to BMC.
- 11) SI to ensure that OEM shall support the product till end of life or Project end date whichever is greater. The upgrades and security patches shall be monitored by OEM.

Maintain System Documentation

1. SI shall maintain at least the following minimum documents with respect to the project:
 - a. Project Charter
 - b. High level design of whole system
 - c. Low Level design for whole system / Module design level
 - d. System requirements specifications (SRS)
 - e. User Guide
 - f. Maintain and update documentation of the software system. Ensure that:
2. Functional specifications are documented
3. Application documentation is updated to reflect on-going maintenance and enhancements including FRS and SRS
4. User manuals & training manuals are updated to reflect on-going
5. Changes / enhancements
 - a. Standard practices are adopted & followed for version control and management.

Compliance to Standards and Certifications

For a crucial project as envisaged by BMC, it is imperative that the highest standards applicable are adhered to. In this context, the SI will ensure that the entire solution setup is certified and is compliant with the applicable standards.

SI must design the system following open standards, to the extent possible and in line with the requirements described in this RFP, in order to provide for interoperability with multiple platforms and other initiatives/projects BMC.

The solution must be compliant with industry standards wherever applicable. This will apply to all the aspects of solution including but not limited to design, development, security, installation, and testing. There are many standards that are indicated throughout this RFP as

well as summarized below. However, the list below is just for reference and is not to be treated as exhaustive.

Component / Application / System	Prescribed Standard
Workflow Design	WFMC/BPM Standard/Other (as per global standard)
Portal Development	W3C Specification, GIGW, WCAG
Information Access/Transfer Protocols	SOAP, HTTP/HTTPS
Interoperability	Web Services, Open Standard
Scanned Documents	TIFF (Resolution of 600 X 600 dpi)
Document Encryption	PKCS specification
Information Security	ISO 27001 certified system
Operational Integrity & Security Management	ISO 27002 certified system
Operation	ISO 9001 certified
IT Infrastructure Management	ITIL/ EITM specification
Service Management	ISO 20000 specifications or latest
Project Documentation	IEEE/ISO specifications for documentation
Image	JPEG/JPG/PNG
Biometric Framework	ISO/IEC 19794
Fingerprint Scanning	ISO/IEC 19794-8
Digital Signature	RSA standards

Administration of Application and Database

1. SI will be required to perform tasks including but not limited to setting up servers (Virtual Machines VMs), configuring and apportioning storage space, management and integration of databases, implementing security on the Internet / Intranet (as required from authorities of BMC in the DC), assistance in setting up of firewalls and authorization systems, performing periodic backup of data and automating reporting tasks, and executing software updates when necessary in accordance with guidelines as specified by BMC.
2. SI may be required to assist the system users in performing periodic health check of the systems, troubleshooting problems, analyzing and implementing rectification measures.
3. On an ongoing basis, SI shall be responsible for troubleshooting issues in the applications for the centralized solution to determine the areas where fixes are required and ensuring resolution of the same.

4. SI shall be responsible for identification, diagnosis and resolution of problem areas pertaining to the solution and maintaining assured SLA levels.
5. SI shall be responsible for management of passwords for all relevant components and devices under his purview and implement a password change mechanism in accordance with the security policy formulated in discussion with Purchaser and based on the industry best practices / frameworks like ISO 27001, ISO 20000 etc.
6. SI may be required to manage the usernames, roles and passwords of all the relevant systems, including, but not limited to servers, applications, devices, etc. SI may be required to manage passwords for all relevant components and devices under their purview and implement a password change mechanism. User account management includes and is not limited to:
 - a. Setting up new user accounts for all system users
 - b. Granting access and review
 - c. Removal of user accounts
 - d. Password management
 - e. Access to OS, databases and applications
 - f. Monitoring access and usage
 - g. Session time-out
7. SI shall be responsible for the synchronization of system clocks and automatic lockout of the systems after defined inactivity time.
8. SI shall be responsible for maintenance of logs of user Internet activity, failed login attempts, etc.
9. SI shall be required to download the patches and updates for OS, Anti-virus, RDBMS and other systems using a two-step procedure. In the first step, patches and updates should be downloaded to a standalone system. In the second step, the patches and updates should be updated to the relevant systems.

SI shall provide a dedicated team consisting of System Administrator, Database Administrator etc. to perform the activities mentioned in the following sections:

A. Security administration

1. Management of security environment to maintain performance at optimum levels.
2. Address ongoing needs of security management including, but not limited to, monitoring of various devices/tools such as content filtering and blocking, virus protection and vulnerability protection through implementation of proper patches and rules.
3. Maintain an updated knowledge base of all the published security vulnerabilities and virus threats for related software, including, but not limited to, operating systems, application servers, web servers, databases, security solutions, messaging solutions, etc.
4. Ensure that patches/workarounds for identified vulnerabilities are patched/ blocked immediately.

5. Respond to security breaches or other security incidents and coordinate in case of a new threat is observed to ensure that workaround/patch is made available for the same.

B. Database administration

1. Management of database environment to maintain performance of each database at optimum levels
2. End-to-end management of the databases on an ongoing basis to ensure smooth functioning of the same.
3. Tasks including, but not limited to managing changes to database schema, disk space, storage, user roles.
4. Performance monitoring and tuning of the databases on a regular basis including, preventive maintenance of the database as required.
5. Back up of data. Report backup status on a regular basis.
6. Manage database patch update as and when required with minimal downtime.
7. SI shall co-ordinate with Cloud Service Provider for back-up activities.
8. Use of DBA tools to perform database creation, maintenance and database monitoring related tasks.
9. Management of storage environment to maintain performance at optimum levels.
10. Management of the storage solution including, but not limited to, storage management policy, configuration, and management of VMs and tape library, etc.

C. Disaster Administration

1. SI shall provide services for application-level support and management of disaster environment to maintain performance at optimum levels and as required in case of a disaster or drill.
2. SI shall manage the data synchronization processes in co-ordination with the DC provider to ensure that data and application is updated at DR site.
3. Mock drills and plan updates shall be carried out twice in a year and report submitted to BMC.
4. SI shall test, review and monitor the business continuity plan bi-annually for its effectiveness and provide test results to the BMC.
5. SI shall provide training to the IT staff users in order to apprise them of the Disaster plan and of their involvement for business continuity.
6. SI has to ensure restoring all databases, servers etc.

D. MIS Reports

The following is an indicative list of MIS reports. The SI should draw an exhaustive list of reports. SI shall submit the reports on a regular basis in a mutually decided format.

1. Weekly reports
 - a. Log of backup and restoration undertaken.
 - b. Log of component-wise downtime, replaced components at the Data centre

- c. Summary of resource utilization of critical components
- 2. Fortnightly reports
 - a. Project Progress Report with schedule slippage details
 - b. Overall performance reports including the analysis of queries completed, queries pending, queries escalated, completion time, responsiveness, concern areas, etc.
 - c. Summary of measured end user application response time for selected business transaction

E. Exit Management

This schedule sets out the provisions, which will apply on expiry and termination of the contract, the Project Implementation, Operation and service level. An exit management process is necessary to identify possible risks, define potential losses, ensure continuity of services and should be a 'front end' activity.

It is expected from SI to develop an exit plan, including:

- 1. Exit Governance
- 2. Exit Agreement
- 3. Service Closure
- 4. Knowledge and Documentation Transfer

F. Exit Governance

- 1. Establish exit management governance; agree meeting attendees, agendas & frequency
- 2. Define and acquire resources to carry out BMC's obligations within the exit plan
- 3. Identify risks and issues associated with each workstream and track within an agreed management tool.
- 4. Educate all parties of security, confidentiality, audit and exit / transition governance of which they must comply.
- 5. Monitor (via regular exit governance meetings and offshore presence) the behaviour of the SI and their adherence to the exit agreement.

G. Exit Agreement

1. Legal documentation / agreement
2. Understand contractual obligations for providing notice and construct a day-by-day diary of activities to be followed to ensure obligations are met and the SI is treated fairly
3. Construct an exit agreement framework that will have the capacity to define the exit obligations to be fulfilled by SI, the mechanism to be used to measure completion.

H. Service Closure

1. SI should execute transition plan as agreed with all parties during exit planning
2. SI should transfer privileged and shared user IDs and passwords where they are still required to support operations of the BMC's environment.
3. SI should return all secure access encryption devices at the appropriate exit phase without impacting the continuing delivery of terminating services
4. Handover of all configuration related to tenants created for BMC..
5. SI should organize the correct disposal of any hardcopies of BMC's documents
6. SI's staff to return all access permits / passes issued by the BMC for access to office locations and vacate BMC's offices
7. SI should verify that all the employees have been removed of all accesses (both physical and logical).
8. SI shall ensure full and final settlement of any outstanding disputes between BMC and SI.
9. The credentials of infrastructure, application login shall be shared with BMC or the new SI appointed by BMC.
10. SI shall support the BMC in data migration during cloud migration if any at no cost to BMC

I. Knowledge and Documentation Transfer

1. SI should ensure that all documentation being transitioned to BMC and its appointed agency, should be checked for accuracy, relevance.
2. BMC or its appointed agency will review all the documents, SI to answer all question resulting from review.
3. Execute shadow KT phase during the transition planning and exit planning phase.
4. SI should ensure that shadow KT is complete.
5. SI shall train the BMC employee to maintain the software and the infrastructure.

J. Data

1. SI should ensure that all data migration strategy to be discussed and finalized with department.
2. Based on the agreed strategy, it is the responsibility of SI to provide all the support.
3. Department will provide all the support for successful migration.

TECHNICAL REQUIREMENTS

Functional Requirement Specification

General Requirement from Entire Solution

1. The portal architecture needs to be designed with loosely coupled components making it extensible. The portal services should be deployed as components to have a potential for re-use in launching future services, without disturbing the existing architecture. The services should also have a potential of having multi-channel access/integration, as the data returned by the components, would be in XML / OpenXML / XINS / SOAP / JSON / WSDL format. SI shall conform to GIGW (Guidelines for Indian Government Websites) issued by GoI.
2. Multi-lingual support: The portal must support bilingual versions in English and Marathi. The Marathi language implementation needs to be based on Unicode standards.
3. Should provide web browser-based access on 24 x 7 x 365 days
4. In addition to the above, the major solution components of the Solution shall be:
 - Content Management (CM): The portal is the official information & service delivery interface for BMC to all the stakeholders and the extreme care shall be taken while designing the portal layout, colouring scheme, taxonomy etc. One of the key requirements for the portal is the content management, which would be the SI's responsibility and shall be performed using the CM tools and processes to ensure that the content, form and services delivered through portal are adhering to the uniform standards. To summarize, updating of Static Content shall be the responsibility of the System Integrator (SI) and the Transaction Content shall get dynamically updated via the envisaged System.
 - "Single Sign-On" capabilities across services: Single sign-on facility and single user credentials meaning that users can have one user ID and password, or a digital certificate, which they can use for all online services.
 - Common transaction and routing facility ensuring the reliable delivery of documents and messages. This includes both documents between business and citizens and government, as well as the routing of documents between government organizations.
 - Secure XML/OpenXML/XINS/SOAP/JSON/WSDL messaging facility enabling secure communication between business, citizens and government organizations.
 - Basic Search Engine Optimization (SEO) is expected for customer portal
5. MIS Reporting: The Portal shall provide an interface to the BMC to obtain the transaction history, summary and detailed reports on daily transactions, pending applications etc. The portal shall provide a dash-board view, department-wise, ward wise, service wise to assess the performance. MIS report generated from the portal shall act as a decision support system for the Higher Officers.
6. e-Forms: The size of the e-forms created for delivering the services through portal shall be kept to the minimum so as to suit bandwidth typical to dial-up Internet connections. The form filling should be easy, user friendly and shall avoid common form filling errors (such as, ensuring all mandatory fields are entered, selecting options by checking boxes where applicable, number entry etc.). The portal shall provide Easy-to-use step-by-step guidance to fill the e-Forms in the form of form-wizards. All the e-

forms shall have appropriate field level and form level business validations built into it to ensure that scope for incomplete/ inaccurate information is eliminated and the information is captured for all the mandatory fields. e-Forms should support following features:

- The e-Forms must be designed to be user-friendly. For example, mandatory fields should be distinctly identifiable; fields that will be filled automatically by the system should be distinctly identifiable, etc.
 - The e-Forms must be supported for use by the stakeholders on all widely used operating systems such as variations / versions of Windows/ Unix/ Linux or any open-source environment, etc., preserving the functionality, look and feel of the form.
 - The e-Forms must support attachment of multiple documents.
 - The e-Forms must have facility to allow authorized BMC officials add notes / remarks / comments.
 - For ensuring full integrity of transaction, one application comprising both data and documents should be treated as one whole package that will be signed digitally and stored in the database.
 - The e-Forms must support multiple digital signatures/e-sign.
7. The Marathi and English content required for the portal will be joint responsibility of BMC and the SI.
 8. System shall facilitate automatic routing of work-items/transactions to the respective user, as according to the workflow defined on role-based model. Such routing of work-items/transactions shall be based on following, at a minimum:
 - Based on the defined workflow and the designated role
 - The role and authorization defined in the system
 - Automatic allocation of citizen services
 9. Facility to define the workflow for each type of web form/e-Form / service, workflows to change the content/data. Workflows with proper approval process.
 10. Facility to define Rule based document Checklist.
 11. Facility to define Rule based Fees/Charges in case of customer services.
 12. Facility to validate Digital signatures if required by BMC.
 13. Facility to automatically provide the status of the work item (for those work items created upon arrival of an e-Form) through response to a request from the Customer portal.
 14. Facility to manually create a work-item (by an authorized officer) and assign to an individual.
 15. Facility to add comments / notes / documents to a work-item during processing.
 16. In-built business process controls to capture the validation rules defined for processing the transactions/work-items
 17. Facility to register, approve or reject documents of specified type (as per applicable Acts & Circulars) by an authorized officer
 18. Facility to view all pending applications, retrieve the corresponding documents, print the required pages and mark the request as completed. Facility to mark the request as partially processed, with remarks.
 19. Facility for an authorized officer to view pending work-items for all individuals in his/her purview.

20. Facilities for an authorized officer to retrieve a work-item held by an individual (in his/her purview) and reassign it to another individual
21. Facility to automatically escalate a work-item, if it is held beyond the pre-defined period by an individual. Multiple levels of escalation must be provided. Consequently, it is also necessary to provide a facility to define the threshold time limits for each transaction or service category that will be used for the purpose of escalation.
22. Integrate the email functionality into the rest of the portal system such that all the escalations, e-Form submission, routing activities are notified to the concerned users.
23. Should be multi-tier, SOA-based (having browser enabled front-end for users and as well as for system administrative functions) and having centralized database, web & application server
Should support interoperable & scalable applications, services, interfaces, data formats and protocols
24. Should work on latest version of the proposed RDBMS based database systems and Database should be at least ODBC/JDBC compliant
25. Should be compatible with leading Web Browsers in India
26. Should enforce secure login as per the Login process where the BMC official/staff will have to authenticate his/her Username, Password with Multi Factor Authentication to access the application and perform the respective functions. Login process for customer will be finalized during design phase. There may be certain services for which customer requires to be register and login. Other services may be availed without login process.
27. License for the proposed Solution, should be enterprise-wide for all the 'transactional users' of the envisaged project without any restriction on access / usage of any kind of functionality
28. On successful login, system should display a user specific page of application. BMC official/staff should be able to access all the services published by the Department.
29. Should provide for online help, general information, and instructions
30. Should use standard drop-down lists wherever possible for standard values to be selected by the User
31. Should have capability to cut/ paste/ format, etc. at a field level on the input's screens, output screens, etc.
32. User Interface of proposed Solution should make use of horizontal and vertical scroll bar feature wherever needed, depending on the layout of the window
33. Should include a calendar tool which can be used to graphically select a date when date-field is to be used
34. Should provide wide range of security features such as Multi Factor Authentication, Single Sign-On (SSO), Authorization and Integrated User management
35. Should store all authentication credentials of users in an encrypted format
36. Should suspend the user in case of a specified number of unsuccessful attempts to logon to the system and these suspended user IDs should only be reactivated by system administrator
37. Should allow administrator to 'forcibly' log out users, in case needed
38. Should provide facility for recording of audit trail and should maintain following categories of logs:
 - System access logs
 - System health logs

- System error logs
39. Should have an integrated audit log capable of recording, displaying and reporting all transactions occurring in the system
 40. Should time-out after a stipulated period of idle time
 41. Development environment and databases should be from an OEM with presence in India (and easy availability of skilled resources for the product in India) and should not restrict BMC from using application / data / database structure in any future requirement
 42. The solution should be sized and delivered for the load for the entire duration of the contract as required to take optimal advantage of the cloud infrastructure.
 43. SI should ensure that all the software, accessories, sub-components required for the functionality and completeness of the solution, including but not limited to software, licenses, development / testing kits, tools, etc. should also be provisioned according to the requirements of the solution.
 44. The system software licenses shall be genuine, full use and should provide patches, fixes, security updates directly from the OEM at no additional cost to BMC for the entire period of contract.
 45. All the software licenses that the SI proposes should be software licenses in name of BMC. The software licenses should not be restricted based on location and the Purchaser should have the flexibility to use the software licenses for other requirements if required.
 46. The SI shall provide with a full use database license till the contract period.
 47. All the licenses and support should be in the name of BMC.
 48. SI should ensure that the Annual Maintenance Support for the software components is provided for the period from date of deployment of the software component till the end of contract period. Annual Maintenance support should include patches, updates and upgrades of the software components. SI should ensure that there is a comprehensive onsite warranty / support arrangement for the aforementioned period with all the OEMs.
 49. If a product is not supported by the OEM for any reason whatsoever, from the effective date of Contract till the end of the contract period, SI should replace the products/solutions with an alternate that is acceptable to the Purchaser at no additional cost to the Purchaser and without causing any performance degradation and/or project delays
 50. SI is expected to carry out an independent exercise to size the solution and accordingly provision the requirements. SI should ensure that all the components are sized adequately, and it should also be noted that SI would be responsible for meeting the performance requirements stipulated in the tender, contract and SLA for the entire solution at all times during the currency of the contract.
 51. SI should meet all the defined acceptance and operations criteria for each phase of the project covering the proposed solutions.
 52. It is expected that SI will provide an integrated solution after due consideration to the compatibility issues between various components and existing internal systems. If there is a problem with compatibility between components, SI should replace the

components with an equivalent or better component that is acceptable to the BMC at no additional costs to the BMC and without any project delays.

53. SI should provide hard and soft copies of all the reports, manuals, documentation, including but not limited to, detailed operations manual, maintenance manual, administration manual, etc. for each and every equipment / component proposed as part of this tender. The documentation should be supplied for Installation, Maintenance, Servicing and operations of equipment / components.
54. SI shall arrange for desktops / workstations, printers and other peripherals and consumables for its team members deployed.
55. The SI will be responsible for providing the necessary development and testing environment and maintaining the related software for the contract period.
56. The SI shall transfer all the assets including all its components of software to the Purchaser at the end of contract period at no additional cost to the Purchaser.
57. During the contract period, all project assets including data and intellectual property should be in safe custody and due reasonable care should be taken on the behalf of the Purchaser to prevent any unauthorized use.
58. SI is expected to make necessary assumptions as per solution being proposed in order to meet requirements of the project and make necessary upward revision in BoM if needed.

Policy on Open Application Programming Interfaces (APIs)

Under the overarching vision of Digital India, Government of India (GoI) aims to make all Government services digitally accessible to citizens through multiple channels, such as web, mobile and common service delivery outlets. To meet this objective, there is a need for an interoperable ecosystem of data, applications and processes which will make the right information available to the right user at the right time. Interoperability among various e-Governance systems is an important prerequisite for upgrading the quality and effectiveness of service delivery. For promoting Open Standards for software interoperability across various Government departments and agencies, GoI has already notified the “Policy on Open Standards for e-Governance” and “Technical Standards on Interoperability Framework for e-Governance”.

Open API is the API that has been exposed to enable other systems to interact with that system. Open API may be either integrated with the host application or may be an additional piece of software that exposes any proprietary API with an Open API equivalent. The Open API may be free of charge and without restrictions for reuse & modifications. Policy on Open APIs for Government of India” (hereinafter referred to as the “Policy”) will encourage the formal use of Open APIs in Government organizations. This policy sets out the Government’s approach on the use of “Open APIs” to promote software interoperability for all e-Governance applications & systems and provide access to data & services for promoting participation of all stakeholders including citizens.

The objectives of this policy are to:

- Ensure that APIs are published by all Government organizations for all e-Governance applications and systems.
- Enable quick and transparent integration with other e-Governance applications and systems.
- Enable safe and reliable sharing of information and data across various e-Governance applications and systems.
- Promote and expedite innovation through the availability of data from e-Governance applications and systems to the public.
- Provide guidance to Government organizations in developing, publishing and implementation using these Open APIs.

Change Requests and Enhancements

In the event of any proposed change in the agreement, scope of work and SLAs, the Service Provider shall follow the procedure as described below:

Changes initiated by the BMC or Project team are subject to possible scope change. All change requests documents shall be submitted to the BMC for approval prior to executing the change.

The Service Provider shall assess and complete the Change Control Note (CCN) (refer Annexure A for sample CCN). On completing the CCN the Service Provider shall provide as a minimum:

- Description of the change
- List of deliverables required for implementing the change
- Timeline for implementation
- Estimate of the proposed change
- Relevant acceptance criteria
- Assessment of the value of the proposed change

Prior to submission of the completed CCN to BMC, the Service Provider shall undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the Service Provider 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 Service Provider shall be obligated 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. Service Provider shall not be obligated to work on a change until the parties agree in writing upon its scope, price and/or schedule.

Calendar Days and Working Hours:

- **For Chatbot Change Management & Support, the WhatsApp Chatbot system & its support is expected to be available 24x7x365**
- The down time will be calculated on monthly basis. Non-adherence to any of the services as mentioned below will lead to penalty as per the SLA clause and will be used to calculate downtime. The downtime calculated shall not include the following
 - a. Down time due to hardware/software and application which is owned by BMC at their premises
 - b. 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.
 - c. Failure or malfunction of any equipment or services not provided by the Bidder.

However, it is the responsibility/ onus of the selected bidder to prove that the outage is attributable to BMC. The selected bidder shall obtain the proof authenticated by the BMC's official that the outage is attributable to the BMC.

The Agency shall deploy sufficient manpower suitably qualified and experienced in shifts to meet the SLA. Agency shall appoint as many team members as deemed fit by them, to meet the time Schedule and SLA requirements.

MIS Report within 30 days from the completion of each quarter from the date of commissioning of the project.

Security Requirements Responsibilities

The successful SI has to ensure that application should meet all security compliance, following are the few security parameters but not limited to the list given below.

No.	Security Parameter	CSP	System Integrator
1	Audit Logging	√ (for shared infrastructure)	√ (for applications and infrastructure provided by SI)
2	API Security		√
3	Encryption & Key Management		√
4	Vulnerability Management	√ (for shared infrastructure)	√ (for applications and infrastructure provided by SI)
5	Application Security		√
6	Patch Management	√ (for shared infrastructure)	√ (for applications and infrastructure provided by SI)
7	Systems and Operations Security	√ (for shared infrastructure)	√ (for applications and infrastructure provided by SI)
8	Compliance	√ (for shared infrastructure)	√ (for applications and infrastructure provided by SI)

3rd Party Audit and Certification

The primary goal of Audit & Certification is to ensure that the system meets requirements, standards, and specifications as set out in this RFP and as needed to achieve the desired outcomes. The SI shall appoint a CERT-In empaneled agency who shall be responsible for conducting the Performance and Security Audit of the solution. The CERT-IN empaneled agency appointed by the SI shall conduct audit before Go-Live and in case of any major change or annually whichever is earlier. The cost of audit and the cost of rectification of non-compliances shall be borne by the SI. The audit shall be performed on the below mentioned aspects.

- Performance and Load Testing
- Application Security Audit
- Penetration Testing
- Vulnerability Testing
- Database Server Controls

The illustrative deliverables for this activity are mentioned below:

- First Round Audit Report (by Auditor)
- Rectified solution and submission of next round of audit (by SI)
- Next Round Audit Report (by Auditor)
- If required, rectified solution and submission of next round of audit (by SI)
- Compliance Confirmation by the Auditor (by the Auditor)

The basic approach for this will be ensuring that the following are associated with clear and quantifiable metrics for accountability:

- Functional requirements
- Test cases and Requirements Mapping
- Hosting Infrastructure Compliance Review
- Availability of Services in the defined locations

- Performance and Scalability
- Security / Digital Signatures
- Manageability and Interoperability
- SLA Reporting System
- Project Documentation
- Data Quality Review

As part of audit and certification, performed through a third party agency, BMC shall review all aspects of project development and implementation covering software, hosting requirements and networking including the processes relating to the design of solution architecture, design of systems and sub-systems, coding, testing, business process description, documentation, version control, change management, security, service oriented architecture, performance in relation to defined requirements, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and the agreement. BMC will establish appropriate processes for notifying the SI of any deviations from defined requirements at the earliest instance after noticing the same to enable the SI to take corrective action. Such an involvement of the Certification agencies, nominated by BMC will not, however, absolve the operator of the fundamental responsibility of designing, developing, installing, testing and commissioning the various components of the project to deliver the services in perfect conformity with the SLAs. Application audit is part of SI's scope. The OEM shall also audit the solution and the cost for the audit to be borne by SI.

Following sub sections discusses the acceptance criteria to be adopted for system as mentioned above:

A. Functional Requirements Review: The system developed by SI shall be reviewed and verified by the agency against the Functional Requirements signed-off between BMC and SI. Any gaps, identified as a severe or critical in nature, shall be addressed by SI immediately prior to Go-live of the system. One of the key inputs for this testing shall be the traceability matrix to be developed by the SI from system. Apart from Traceability Matrix, agency may develop its own testing plans for validation of compliance of system against the defined requirements. The acceptance testing w.r.t. the functional requirements shall be performed by independent third-party agency.

B. Security Review: The software developed for system shall be audited by the agency from a security & controls perspective. Such audit shall also include the network deployed for system. Following are the broad activities to be performed by the Agency as part of Security Review. The security review shall subject the system for the following activities:

- Application security mechanisms
- Assessment of authentication mechanism provided in the application /components/modules
- Assessment of data encryption mechanisms implemented for the solution
- Assessment of data access privileges, retention periods and archival mechanisms
- Server and Application security features incorporated etc.

C. Performance: Performance is another key requirement for system and agency shall review the performance of the deployed solution against certain key parameters defined in SLA described in this RFP and/or agreement between BMC and SI. Such parameters include request-response time, work-flow processing time, concurrent sessions supported by the system, Time for recovery from failure, Disaster Recovery drill etc. The performance review also includes verification of scalability provisioned in the system for catering to the requirements of application volume growth in future.

D. Availability: The system should be designed to remove all single point failures. Appropriate redundancy shall be built into all the critical components to provide the ability to recover from failures. The agency shall perform various tests including network, server, security, DC/DR fail-over tests to verify the availability of the services in case of component/location failures. The agency shall also verify the availability of services to all the users in the defined locations.

E. Manageability Review: The agency shall verify the manageability of the system and its supporting infrastructure. The manageability requirements such as remote monitoring, administration, configuration, inventory management, fault identification etc. shall have to be tested out.

F. SLA Reporting System: SI shall design, implement/customize the Enterprise Management System (EMS) and shall develop/deploy any additional/ similar tools required to monitor the performance indicators listed under SLA prescribed in this RFP. The certification agency shall verify the accuracy and completeness of the information captured by the SLA monitoring system implemented by the SI and shall certify the same.

G. Project Documentation: The Agency shall review the project documents developed by SI including requirements, design, installation, training and administration manuals, version control etc. Any issues/gaps identified by the Agency, in any of the above areas, shall be addressed to the complete satisfaction of BMC.

H. Data Quality: The Agency shall perform the Data Quality Assessment for the Data / migrated by SI to the system. The errors/gaps identified during the Data Quality Assessment shall be addressed by SI before moving the data into production environment, which is a key milestone for Go-live of the solution.

Roles & Responsibilities of Stake Holders

System Integrator

- Preparation of Project Charter, Detailed Project Plan in line with the overall plan provided in the tender. The same should be prepared in consultation with BMC IT Department.
- Understand the specification for each of the feature in Chatbot.
- Study the existing WhatsApp Chatbot with respect to the functionality & usability and ensure that the new Chatbot solution developed covers existing functionality of WhatsApp Chatbot.
- Approval & Sign Off from the department for the system requirements, processes and sub processes, & Re-engineered Process Workflows etc.

- Develop/ customize required API services and integration of such APIs with the GIS, SAP/ non-SAP systems at various touch point across BMC.
- Deploy and maintain the requisite WhatsApp Chatbot Solution as per the requirements of BMC.
- Provide support and Maintenance with its own manpower for the entire contract period.
- Preparation of necessary user manuals for all the services and review of the same.
- Carry out Training programs / workshops for the department personnel.
- Ensuring that the solution is compliant to e-Governance Standards (WCAG, GIGW) and the solution is in compliance with the Security Policy and Guidelines released by GoI/Government of Maharashtra.
- Provide operational support and maintenance services for the Term of the Project including but not limited to the overall system stabilization, system administration, security administration, database administration, network administration and end-user problem resolution.
- Ensure that the solution is functioning as intended and attending to all problems associated in operation of the application system.
- Meet the defined SLAs for the performance of the system.
- Addressing technology obsolescence by apprising BMC on appropriate upgradation, replacement and / or replenishment of Application, Licenses for components deployed.
- Rectification of system software problems due to crashing or malfunctioning of the OS, APIs, RDBMS or front end within the time limits to meet the SLAs as defined for the project
- Take immediate action to identify problems and follow up with appropriate action to fix them as quickly as possible. Provide necessary support for the resolution of bugs, patches & upgrades of the software solution.
- Provide necessary manpower for managing the Change Requests.
- Design various manuals like User manual, Trouble Shooting manual etc. for the system.
- Provide basic skills training on the Chatbot solution and the console etc. to the BMC staff, and stakeholders of the entities involved in this tender
- Maintain the business continuity.
- Ensure regular back-up copies of data are created and maintained safely and available whenever asked by BMC.
- Have sufficient/ required manpower to manage the operations.
- Attend to BMC's Change Request for assistance related to usage and management of the newly developed solution.
- Ensuring the SLAs for downtime of system, software development and customization.
- Management and quality control of all services.
- Development/Generation of MIS reports as per the requirements.
- Implement measures to ensure the overall security of the solution and confidentiality of the data.
- Monitor production systems for events or activities, which might compromise (fraudulently or accidentally) the confidentiality, integrity or availability of the Services. This monitoring should be through the security controls including:

- Real-time intrusion detection tools
- Audit review tools
- Manual processes
- Any other services which are required and mentioned in the contract for the successful execution of the project.
- Any infrastructure beyond what is provided by BMC and envisaged by the bidder for their own on-site resources (which includes software, consumables, etc.) will be the responsibility of SI and they may consider the cost towards the same in their commercial bid.

Project Deliverables for SI

No.	Deliverable Description
D1	Detailed Project Plan shall cover the following: ● Project Charter ● Detailed project plan ● Work breakdown structure ● Delivery schedule ● Key milestones ● Dependencies ● Resource / team / staffing
D2	Software Requirements Specifications (SRS)/ blueprint for development covering the following: ● Detailed requirement captures and analysis ● Software requirement ● Interface specifications ● Application security requirements ● Requirements sign-off ● Identify third party interfaces required along with the type/specifications ● WhatsApp Business Account Creation (already created) & verification for BMC and updating, if required, BMC WhatsApp business account details ● Defining the configuration, integration of WhatsApp Business API services for BMC
D3	System Design & Configuration Document ● System Configuration, API integration documents ● High Level Software Design document including Software Architecture design, Logical and Physical Database Design ● Low Level Software Design document including Programming Logic, Workflows and integration points and mechanisms ● Enterprise Architecture for entire solution ● Security and Authentication ● APIs, External Interfaces details
D4	Third Party Security Audit Report

No.	Deliverable Description
D5	Go-Live report and Roll-out on Cloud
D6	Monthly MIS report for UI & BI messages • Day-wise detailed MIS Report for messages sent (inbound and outbound) through WhatsApp Business API solution • And at the end of every month, a consolidated report containing the number of users initiated and business-initiated messages for the whole month should be sent to the BMC time to time without fail.
D7	Change Management • Change Management Reports including CRs summary • Certification from BMC officials confirming successful completion of Change Requests • List of CR along with the hours required to accomplish those CRs • Details of Number of hours consumed on CRs every month
D8	Comprehensive Exit Management and Handover Plan • Exit Strategy • Vendor Handover Plan • All configuration Handover with detailed documentation • Process Closure Standard Operating Procedures (SOPs) • Support to BMC in Handover of the solution

BMC

- Provide adequate space at BMC for setting up of infrastructure, software development and other activities to be carried out by the Bidder.
- Overall responsibility of steering and managing the project
 - Coordination between all the stakeholders for providing necessary information for the study and development / customization of the necessary solution.
 - Providing early warnings of any organizational, functional, or technical changes that might affect SI's ability to deliver the services
 - Establishment of a core team who would be the process owners throughout the contract duration and who will be responsible for sharing the requirements for that department as well as for user acceptance
 - Co-ordination with other departments/ stakeholders, if required to assist the selected bidder in execution of the project
 - Coordination with System Integrators
 - Coordinate with Bidder for conducting workshops for the stakeholders
- Review and Approve of all the deliverables submitted by SI and verified by PMC.
- Review of overall project progress (timelines), adherence to SLAs and calculation of penalties accordingly based on reports submitted by PMC.
- Issuing the Acceptance Certificate on successful deployment of the software application and for other components of the Scope of Work (wherever required) after submission of report by PMC.

- Addressing all issues pertaining to the project and performance review of the project.
- Based on recommendation of PMC, Termination of contract on breach of contract terms and conditions (including those contained in RFP and related documents) by the SI or otherwise.
- Review the performance of the SI through SLAs through reports provided by SI and PMC.
- Deciding on matters where further clarity is required for project execution. The decision of client would be final and binding.
- In case of delay on the approval of deliverables due to reasons not attributable to SI, BMC may consider on waiving penalties and SLAs on case-to-case basis as recommended by PMC.
- Provide required approval on man efforts proposed by SI for Change Request based on analysis provided by PMC.
- Any other requirements that could arise during operations for effective governance and to meet any administrative requirement.

Project Management Consultant

Project Management Consultant or any other agency appointed by BMC is engaged to support the implementation of proposed Solution in BMC in the following areas:

- Overall project planning and monitoring in collaboration with BMC including planning, supervising the overall progress of the project, conformance with the timelines, budgets, and service levels.
- Monitoring of the compliance of the contractual obligations of the SI.
- Monitoring the operations and maintenance of the overall system as per the standards and requirements defined for SI including but not limited to resolution of issues, availability of the system, updating hardware or system software etc.
- Assist in ensuring that the SLAs and performance levels defined for SI are met as agreement.
- Reviewing the work of System Integrator and enable BMC in recommending payments/approve payments.
- Assist in Planning, preparing & execution of the User Acceptance Test, tracing the functional requirements before the Go Live.
- Assist in Preparation and submission of Go-Live Report.
- Assistance to BMC to conduct the assessment/review of the system before rolling it out.

Part III – Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

1. General Provisions

- 1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) The Adjudicator is the person appointed jointly by BMC and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause (Dispute Settlement) hereunder;
 - (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
 - (c) “Completion Date” means the date of completion of the Services by the Service Provider as certified by BMC;
 - (d) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of the Contract Agreement;
 - (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause (Payments to the Service Provider);
 - (f) “Employer” means the party who employs the Service Provider, in this case “Municipal Corporation of Greater Mumbai (BMC)”;
 - (g) “BMC's Personnel” means all staff, labor and other employees of BMC engaged in fulfilling BMC's obligations under the Contract; and any other personnel identified as BMC's Personnel, by a notice from BMC to the Service provider;
 - (h) “Foreign Currency” means any currency other than the currency of India;
 - (i) “GCC” means these General Conditions of Contract;
 - (j) “Government” means the Central Government, State Government and / or Local Self Government;

- (k) "Local Currency" means the currency of India – Indian Rupees (₹);
- (l) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified to act on their behalf in exercising all the Service Provider' rights and obligations towards BMC under this Contract;
- (m) "Party" means BMC or the Service Provider, as the case may be, and "Parties" means both of them;
- (n) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by BMC;
- (o) "Service Provider's Personnel" means all personnel whom the Service Provider utilizes in the execution of the Services, including the staff, labor and other employees of the Service Provider and each Subcontractor; and any other personnel assisting the Service Provider in the execution of the Services;
- (p) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (q) "Specifications" means the specifications of the Services included in the Contract, and any additions and modifications to the specifications in accordance with the Contract;
- (r) "Services" means the work to be performed by the Service Provider pursuant to the Contract;
- (s) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of relevant Sub-Clauses of (Obligations of the Service Provider) and (Service Provider's Personnel).

1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of India.

1.3 Language This Contract has been executed in the language "English", which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the

communication is addressed, or when sent by registered mail, email to such Party at the address **specified in the SCC.**

- 1.5 Location The Services shall be performed at such locations as are specified in Section – Eligibility and Qualification Criteria, in the Specifications and, where the location of a particular task is not so specified, at such locations, as BMC may approve.
- 1.6 Authorized
Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by BMC or the Service Provider may be taken or executed by the officials **specified in the SCC.**
- 1.7 Inspection and
Audit by BMC The Service Provider shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, BMC and/or persons appointed by the BMC to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution. The Service Provider's and its Subcontractors' and subconsultants' attention is drawn to Clause (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the BMC's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the BMC's prevailing sanctions procedures).
- 1.8 Taxes and Duties The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

- 2.1 Effectiveness of
Contract This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**
- 2.2 Commencement
of Services

2.2.1 Program	Before commencement of the Services, the Service Provider shall submit to BMC for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
2.2.2 Starting Date	The Service Provider shall start carrying out the Services as specified in the SCC.
2.3 Intended Completion Date	Unless terminated earlier pursuant to Sub-Clause (Termination), the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause (Liquidated Damages). In this case, the Completion Date will be the date of completion of all activities.
2.4 Modification	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of BMC, as the case may be, has been obtained.
2.5 Force Majeure	
2.5.1 Definition	For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
2.5.2 No Breach of Contract	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.5.3 Extension of Time	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall not be entitled to continue to be paid under the terms of this Contract, as well as shall not be reimbursed for additional costs incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By BMC

BMC may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as BMC may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of BMC has engaged in Fraud and Corruption, as defined in relevant paragraph "Fraud and Corruption" of the GCC, in competing for or in executing the Contract

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to BMC, such notice to be given after the occurrence of any of the events specified in paragraphs (a) of this Sub-Clause:

- (a) if, as the result of Force Majeure, the Service Provider is unable to perform a portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses (Termination by BMC), BMC shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause (Payments to the Service Provider) for Services satisfactorily performed prior to the effective date of termination;

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out

its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.

The Service Provider shall at all times take all reasonable precautions to maintain the health and safety of the Service Provider's Personnel employed for the execution of Services at the locations where the Services are executed.

If **required in the SCC**, the Service Provider shall submit to BMC for its approval a health and safety manual which has been specifically prepared for the Contract.

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.

The health and safety manual shall set out any applicable health and safety requirement under the Contract,

- (a) which may include:
 - (i) the procedures to establish and maintain a safe working environment;
 - (ii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from natural or man-made hazards);
 - (iii) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,
 - (iv) the measures to be implemented to avoid or minimize the spread of communicable diseases; and
- (b) any other requirements stated in BMC's Requirements.

The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to BMC, and shall at all times support and safeguard BMC's legitimate interests in any dealings with Subcontractors or third parties.

The Service Provider shall require that its Subcontractors execute the Services in accordance with the Contract.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts. The remuneration of the Service Provider pursuant to Clause (Payments to the Service Provider) shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Service Provider's Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project The Service Provider agree that, during the term of this Contract, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any business or professional activity that would conflict with the activities assigned to them under this Contract. The Service provider has an obligation and shall ensure that its Service Provider's Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of BMC, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.3 Confidentiality The Service Provider, its Subcontractors, and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or BMC's business or operations without the prior written consent of BMC.

3.4 Service Provider's Actions Requiring The Service Provider shall obtain BMC's prior approval in writing before taking any of the following actions:

BMC's Prior Approval	(a) entering into a subcontract for the performance of any part of the Services, (b) appointing such members of the Personnel not listed by name in Section – Evaluation and Qualification Criteria, (c) changing the Program of activities; and (d) any other action that may be specified by BMC.
3.5 Reporting Obligations	The Service Provider shall submit to BMC the reports and documents specified in Section VII BMC's Requirements – "Reporting and Dashboards" in the form, in the numbers, and within the periods set forth in the said Schedule. If specified in Section VII BMC's Requirements – "Reporting and Dashboards", the reporting requirements shall include applicable environmental and social aspects. The Service Provider shall inform BMC immediately of any allegation, incident or accident in the locations where the Services are executed, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, BMC's Personnel or Service Provider's Personnel. This includes, but is not limited to, any incident or accident-causing fatality or serious injury; significant adverse effects or damage to private property. The Service Provider, upon becoming aware of the allegation, incident or accident, shall also immediately inform BMC of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Services which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, BMC's Personnel or Service Provider's, its Subcontractors' and suppliers' Personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Service provider shall provide full details of such incidents or accidents to BMC within the timeframe agreed with BMC. The Service Provider shall require its Subcontractors and suppliers to immediately notify the Service Provider of any incidents or accidents referred to in this Sub- Clause.
3.6 Documents Prepared by the Service Provider to	All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause (Reporting Obligations) shall become and remain the property of BMC, and the Service

Be the Property of BMC	Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to BMC, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.
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3.7 Liquidated Damages

3.7.1 Payments of Liquidated Damages	The Service Provider shall pay liquidated damages to BMC at the rate per week stated in the SCC for each week or part thereof that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. BMC may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
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3.7.2 Correction for Over-payment	If the Intended Completion Date is extended after liquidated damages have been paid, BMC shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate.
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3.7.3 Lack of performance penalty	If the Service Provider has not corrected a Defect within the time specified in BMC's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Clause (Quality Control) under Sub-Clause (Correction of Defects, and Lack of Performance Penalty) and specified in the SCC.
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3.8 Performance Security	If required as specified in the SCC , the Service Provider shall provide to BMC a Performance Security for the performance of the Contract, in the amount specified in the SCC and no later than the date specified in the Letter of acceptance.
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As **specified in the SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, and shall be in one of the formats stipulated by BMC in the **SCC.**

The performance Security shall be valid until a date 90 days from the Completion Date of the Contract in case of a bank guarantee.

3.9 Code of Conduct

The Service Provider shall have a Code of Conduct for the Service Provider's Personnel employed for the execution of the Services at the locations where the Services are provided.

The Service Provider shall take all necessary measures to ensure that each Service Provider's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Service Provider's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Service Provider shall also ensure, as applicable, that the Code of Conduct is visibly displayed in locations where the Services are executed. The posted Code of Conduct shall be provided in languages comprehensible to Service Provider's Personnel, BMC's Personnel and the local community.

The Service Provider's Management Strategy and Implementation Plans, as applicable, shall include appropriate processes for the Service Provider to verify compliance with these obligations.

3.10 Training of Service Provider's Personnel

The Service Provider shall provide appropriate training to its relevant personnel on any applicable aspects of the Contract.

As stated in BMC's Requirements or as instructed by BMC, the Service Provider shall also allow appropriate opportunities for the relevant Service Provider's Personnel to be trained on applicable aspects of the Contract by BMC's Personnel and/or other personnel assigned by BMC.

3.11 Security of the Site

Unless stated otherwise in the SCC, the Service Provider shall be responsible for the security at the locations where the services are carried out including providing and maintaining at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the locations, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

If required in the SCC, prior to the Starting Date for the commencement of Services, the Service Provider shall submit for BMC's No-objection a security management plan that sets

the security arrangements for the locations where the Services are executed.

In making security arrangements, the Service Provider shall be guided by applicable laws and any other requirements that may be stated in BMC's Requirements.

The Service Provider shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards the Service Provider's personnel, BMC's personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in BMC's Requirements.

The Service Provider shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Section – Evaluation and Qualification Criteria. The Key Personnel and Subcontractors listed by title as well as by name in Section - Evaluation and Qualification Criteria are hereby approved by BMC.

4.2 Removal and/or Replacement of Personnel

- (a) Except as BMC may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) BMC may require the Service Provider to remove (or cause to be removed) a Service Provider's Personnel, who:
 - (i) persists in any misconduct or lack of care;
 - (ii) carries out duties incompetently or negligently;
 - (iii) fails to comply with any provision of the Contract;

- (iv) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
- (v) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Contract;
- (vi) has been recruited from BMC's Personnel;
- (vii) undertakes behavior which breaches the Code of Conduct, as applicable.

As appropriate, the Service provider shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from BMC to remove or cause to remove any person, the Service provider shall take immediate action as appropriate in response to any violation of (i) through (vii) above. Such immediate action shall include removing (or causing to be removed) from the locations where the Services are carried out, any Service Provider's Personnel who engages in (i), (ii), (iii), (iv), (v) or (vii) above or has been recruited as stated in (vi) above.

- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

4.3 Service Provider's Personnel

Engagement of Service Provider's Personnel

The Service Provider shall make arrangements for the engagement of the Service Provider's Personnel.

The Service Provider is encouraged, to the extent practicable and reasonable, to use local labor that has the necessary skills.

Subject to GCC Sub-Clause (Assistance and Exemptions), the Service Provider shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all personnel to be employed for the Services.

The Service Provider shall at its own expense provide the means of repatriation to all of its personnel employed for the execution of the Services to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure.

Persons in the Service of BMC

The Service Provider shall not recruit, or attempt to recruit, staff and labor from amongst BMC's Personnel.

Labor Laws

The Service provider shall comply with all the relevant labor laws applicable to the Service Provider's Personnel, including laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

The Service Provider shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.

The Service Provider shall, in all dealings with its personnel currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.

Rates of Wages and Conditions of Labor

The Service Provider shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the Service is carried out. If no established rates or conditions are applicable, the Service Provider shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Service Provider.

The Service Provider shall inform the Service Provider's Personnel about their liability to pay personal income taxes in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of India for the time being in force, and the Service provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws.

Facilities for Service Provider's Personnel

If stated in the SCC and subject to GCC Sub-Clause (Services and Facilities), the Service Provider shall provide and maintain all necessary accommodation and welfare facilities for the Service Provider's Personnel employed for the execution of the Contract at the locations where the Services are provided.

5. Obligations of BMC

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| 5.1 Assistance and Exemptions | BMC shall use its best efforts to ensure that the Government shall provide the Service Provider assistance and exemptions as applicable to the subject work. |
| 5.2 Change in the Applicable Law | If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in relevant Sub-Clauses (Contract Price), as the case may be. |

6. Payments to the Service Provider

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| 6.1 Contract Price | The price payable shall be in Indian Rupees (₹). |
| 6.2 Terms and Conditions of Payment | Payments will be made to the Service Provider according to the payment schedule stated in the SCC . |

7. Quality Control

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| 7.1 Identifying Defects | The principle and modalities of Inspection of the Services by BMC shall be as indicated in the SCC . BMC shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. BMC may instruct the Service Provider to search for a Defect and to uncover and test any service that BMC considers may have a Defect. Defect Liability Period is as defined in the SCC . |
| 7.2 Correction of Defects, and Lack of Performance Penalty | <p>(a) BMC shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.</p> <p>(b) Every time notice of a Defect is given; the Service Provider shall correct the notified Defect within the length of time specified by BMC's notice.</p> |

- (c) If the Service Provider has not corrected a Defect within the time specified in BMC's notice, BMC will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Clause (Obligations of Service Provider), (Sub-Clause (Liquidated Damages)).

8. Settlement of Disputes

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| 8.1 Amicable Settlement | The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. If any dispute arises between BMC and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be first referred to the senior executives of each party for an amicable solution. |
| 8.2 Dispute Settlement | <p>If the dispute is not resolved within a period of 30 days, the dispute shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 (including all amendments thereto).</p> <p>Each party shall appoint one arbitrator each and the two appointed arbitrators shall appoint the third arbitrator. The decision of the arbitrators shall be final and binding on both parties. The venue of arbitration shall be Mumbai, India. Subject to the above, this Agreement shall be subject to the jurisdiction of the courts of Mumbai, India.</p> |

Section IX - Special Conditions of Contract

Special Conditions Modifying Respective General Conditions Clauses

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.4	The addresses are: Employer (BMC): Director (Information Technology), Worli Data Centre, Ground Floor, Engineering Hub Building, Dr. E. Moses Road, Worli, Mumbai – 400 018 Attention: Shri Sharad Ughade, Director (IT) Email: director.it@mcgm.gov.in Service Provider: Attention: Name & Designation Email & Contact Number
1.6	The Authorized Representatives are: For the Employer: Shri Sharad Ughade, Director (IT) For the Service Provider: Name & Designation
2.1	The date on which this Contract shall come into effect is _____.
2.2.2	The Starting Date for the commencement of Services is _____.
2.3	The Intended Completion Date is _____.
3.1	Service Provider shall submit Health and safety manual.
3.6	Restrictions on the use of documents prepared by the Service Provider are: Service Provider shall not use any information related to privacy and confidentiality of citizens, contractors or employees of BMC.
3.7.1	The liquidated damages rate is one half (0.50) percent of the contract cost per week or part thereof The maximum amount of liquidated damages for the whole contract is ten (10) percent of the final Contract Price.
3.7.2	SERVICE LEVELS (SLs) STIPULATED TIME SCHEDULE

	The key milestone dates as anticipated by the BMC are- Service Level Agreements • The purpose of this Service Level Requirements/Agreement (hereinafter referred to as SLR/SLA) is to clearly define the levels of service which shall be provided by the SI to the BMC for the duration of this contract period. • Timelines specified in the above section (Work Completion Timelines and Payment Terms) shall form the Service Levels for delivery of Services specified there-in • All the payments to the SI 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 period 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: a. $\text{Uptime} = \{1 - [(\text{System Downtime}) / (\text{Total Time} - \text{Planned Maintenance Time})]\}$ 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, related infrastructure and link failures. This includes Servers, Routers, Firewall, Switches, all servers and any other IT and non-IT infrastructure, their subcomponents etc. at all Project locations etc. The planned maintenance time / scheduled downtime will include activities like software upgrades, patch management, security software installations etc. 3. The selected SI will be required to schedule ‘planned maintenance time’ with prior approval of BMC. This will be planned outside working time. In exceptional circumstances, BMC may allow the IA 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. “Response Time” shall mean the time taken to provide the response 6. “Resolution Time” shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second getting the confirmatory details about the same from the IA and conveying the same to the end user), the services related troubles during the first level escalation.
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	The resolution time shall vary based on the severity of the incident reported at the help desk. The severity would be as follows: • 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 BMC. • Medium: One module/functionality down impacting critical business functions having major impact on daily operations. • Low: Loss of business functionality for less than 10 users impacting day to day operations or minor functionality down impacting less than 10 users. The SLAs have been logically segregated in the following categories: 1. Development of product and services defined in the RFP. 2. Application Performance 3. Security Audit 4. Change Request Commencement of SLA: The SLA shall commence from implementation period itself for adherence to the implementation plan. The penalty will be deducted from the next payment milestone during the implementation period. During the O & M period, the penalty will be deducted from the quarterly payments. Maximum Penalty: The sum total of all the penalties can be up to 10% of the total contract cost, post which BMC may invoke annulment of the contract. Calendar Days and Working Hours: For Application Maintenance & Support, Calendar days should be read as BMC Business days. For Application Maintenance & Support, Working Hours should be read as BMC Working Hours • The down time will be calculated on monthly basis. Non-adherence to any of the services as mentioned below will 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 and application which is owned by BMC at their premises ○ 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/ onus of the selected Bidder to prove that the outage is attributable to BMC. The selected Bidder shall obtain the proof authenticated by the BMC's official that the outage is attributable to the BMC.
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#	Category of Work	Detailed Tasks/ Activity/ Deliverables	Timelines	Service Level Agreement
1	Pre-Implementation study/ Inception report	- Project Charter - Detailed Project Implementation plan and report	T + 7 days	0.5% per week or part there of maximum up to 10%, of the total for design, development & deployment cost
2	1) Design, development & deployment of IVA solution 1) Integration with SAP, GIS etc., 2) Dashboard & reporting 3) UAT	- System Design & Configuration Document - Technical documents & User manual for the solution - Integration report - UAT Sign-off	T + 25 days	0.5% per week or part there of maximum up to 10%, of the total project development/ Implementation cost
3	Security Audit	- Preparation of standard operating procedures - Third Party Audit Production system. - Complete documentation of the solution including Safe To Host Certificate to be submitted.	T + 30 days	0.5% per week or part there of maximum up to 10%, of the total project development/ Implementation cost
4	Go-Live	Go-Live report	T + 30 days=T1	0.5% per week or part there of maximum up to 10%, of the total project development/ Implementation cost

	6	Quarterly Usage Charges	Day-wise detailed MIS Report for messages sent through WhatsApp Business API solution	Not Applicable	Not Applicable
	7	Change Request	List of CR along with the hours required to accomplish those CRs	Applicable as per the Change Control Process defined	As defined under Change Control Process
3.7.3	SERVICE LEVELS & THRESHOLDS				
	Sr	Parameter	Metric	Basis	Penalty
	A) Implementation SLA				
	1	Adherence to planned implementation timelines as defined in section 4	The delay for each milestone as per the planned schedule should not exceed more than a week without a justified reason agreed and approved by BMC. Thereafter for each week of delay, penalty will be levied	Per Occurrence	More than 1 week and less than 2 week delay :0.25 % of the total contract value More than Two week and less than 3 week delay : 0.5 % of the total contract value More than 4 weeks will be considered as Breach and may lead to termination of contract with maximum penalty applicable and Risk Purchase clause will be invoked.

	2	Submission of deliverables as relevant to the individual milestones/stages defined in RFP	To be submitted within 10 days of the completion of the individual milestone	Per Occurrence	Rs.1000 for each occurrence and Rs.1000 for each day till the SLA is met.
	B) Application Performance post Go Live				
	1	Average Response Time during peak usage hours as measured by EMS Tools (as applicable).	less than or equal to 10 seconds	Per occurrence. This will be calculated monthly after the Go live of the application	Per occurrence penalty shall be Rs. 1,000. Penalty will be deducted from the quarterly payments.
	2	Server Uptime	>= 99.95%	Per occurrence. This will be calculated monthly after the Go-live of the application	

	3	Availability of service/Application uptime	> 99% >=98% and <99% >=96% and <98% >=95% and <96% <95%	This will be calculated monthly after the Go-live of the application	No Penalty 2% of amount payable of Quarterly payment 5% of amount payable Quarterly payment 7% of amount payable Quarterly payment 10% of amount payable Quarterly payment
	C) Security Audit				
	1	Third Party Security Audit Certificate for the entire application and the action taken report by the SI.	Once every year (first Security Audit to be done Before GO Live)	Per occurrence	Rs.5000 for each breach
	D) New Change Request				
	1	Criticality of Changes – Low	Change – Low < T+1 week, where T is the timeframe for completion of the Change request agreed upon by BMC and the SI.	Weekly per Occurrence	Rs. 500 value per week for the first two weeks for each occurrence, Rs 1500 per week for every subsequent week
		Criticality of Changes – Medium	<T+3 working days, where T is the timeframe for completion of the Change request as agreed upon by BMC and the Implementation Agency	Daily per Occurrence	Rs. 1000 per day for the first two days for each occurrence, thereafter Rs. 2000 per day for every subsequent day

	Criticality of Change request – High	<T+1 working day, where T is the timeframe for completion of the Change request as agreed upon by BMC and the Implementation Agency	Daily per Occurrence thereafter	Rs. 2000 per day for the first two days for each occurrence, Rs. 5,000 per day for every subsequent day
E) Miscellaneous Factors				
1	Application Security Cyber Crime / Hacking /Data Theft /Fraud attributable to the SI	Per occurrence	Depending on the type of Incident and its impact, a penalty of 5% on the O&M or in case of severe issues (as defined by BMC) such breach may lead to termination of contract	
High: The application is down impacting critical business functions or multiple modules/functions/ services down impacting users on daily operations, or any module/ functionality/ service deemed as highly critical by BMC. e.g., Citizen is unable to get the payment receipt; Citizen is unable to start the conversation or access the services from WhatsApp Chatbot, but such services are accessible through BMC website/ portal; server unavailable error, etc. Medium: One module/functionality/ service down impacting critical business functions having major impact on daily operations. e.g., Citizen is facing intermittently delayed/ wrong messages from Chatbot; Citizen unable to shift from profile or change the language, etc. Low: Loss of business functionality for less than 10 users impacting day to day operations or minor functionality down impacting less than 10 users. e.g., Spelling mistakes; Unable to access the Chatbot (may be due to weak network etc.); etc.				
3.8	A Performance Security shall be required.			

	If required, the Performance Security shall be in the form of Bank Guarantee in the format attached in the Section Contract Forms. The amount of the Performance Security shall be: five (5) percent of the Contract Price.
3.11	The Service Provider is responsible for the security at the locations where the Services are carried out, The Service Provider shall submit a security management plan.
6.2	Payments shall be made according to the Activity Schedule.
7.1	The principle and modalities of inspection of the Services by the BMC are as follows: a) BMC shall verify all the reports submitted by the Service Provider as documentary evidence of having provided the services as per the Schedules listed under Section – BMC’s Requirements, including but not limited to the Performance Specifications which cover the Service Level Requirements. b) BMC may also verify the Security Operation Centre of the Service Provider in person to assess the quality of server being provided. c) In addition to the above, BMC may call the onsite resource/s of the Service Provider, at any time to check whether the support services are as per the provisions of the contract. The Defects Liability Period is 90 days from the completion date of the contract.
Additional Special Conditions of Contract	
1 BMC tools , telecommunication and training	1.1 BMC Tools 1.1.1 BMC agrees to provide Service Provider with sufficient up-to-date copies of list of services and related materials, including, but not limited to, copies of software, documentation, licenses and product information as reasonably necessary to provide services. Service Provider acknowledges that its use of such tools may be subject to the terms of license agreements required by BMC or its third-party suppliers, and Service Provider agrees to abide by all the terms and conditions of such licenses in connection with its use of such tools. BMC shall only be obligated to supply one copy of any documentation or other such written materials relating to any such tools, and Service Provider may make such number of copies (and only such number of copies) of such materials as are necessary for it to provide services hereunder. All copies made pursuant to this section shall reproduce all BMC copyright and other proprietary notices. All tools utilized by Service Provider during the course of services, including but not limited to the scripts used to explain and promote services, must be pre- approved by BMC. Service Provider agrees to monitor the Security Experts to ensure that Security

	Experts use only the tools provided by and pre-approved by BMC during the course of services. Service Provider agrees that all BMC services and related materials are owned solely by BMC. 1.1.2 Service Provider agrees that upon termination of agreement, BMC will remain the sole owner of all rights, title and interest in productions (if any) and services and related materials and will exclusively control the time, place and manner in which the services and related materials may be utilized. Service Provider acknowledges and agrees that all services and related materials and all authorized and unauthorized copies of service details and related materials or updates, upgrades, new versions, extensions or evolutionary developments to the services or derivatives of services and related materials are protected by intellectual property rights under section 7.1 of this agreement. 1.1.3 Service Provider understands that services information and related materials will be utilized solely for the purposes of conducting services for BMC and will be used only in a manner that has been approved of by BMC. Except as expressly authorized by BMC, Service Provider agrees not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from such products / services and related materials. Any use of the products / services or related materials (including all authorized and unauthorized copies of products / services and related products / service materials or updates, upgrades, new versions, extensions or evolutionary developments to the products or derivatives of products and related products) for any purpose not expressly permitted is prohibited and will be considered copyright infringement. 1.2 Telecommunications Service Provider assumes all expenses related to the provision of telecommunication lines and the bearing of network costs associated with providing services. Service Provider is responsible for properly equipping the facility with the necessary hardware to receive and handle contacts as required by this agreement. 1.3 Training BMC will provide one copy of necessary training materials to Service Provider on all versions and aspects of its Information Technology assets and related materials that are unique or specific to BMC's services at no charge to Service Provider. Service Provider trainers at Service Provider's facility will provide training for Service Provider Security Experts, unless otherwise agreed to in writing by the parties. Training will be delivered based on technical documentation for all aspects of the services and related materials which are unique or specific to BMC's services and all updates, upgrades and revisions thereto required to provide the services will be provided to Service
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	Provider by BMC at no charge to Service Provider. Service Provider agrees to use said documentation for service purposes only. Service Provider agrees to use all training materials for training and support purposes for the services only. Service Provider agrees to provide standard Service Provider support training to its employees at the facility, which shall include (at a minimum) training on the standard types of underlying hardware, operating system, and application (e.g., browser) software required or typically used in conjunction with the services. BMC shall have the right to review and approve the level of proficiency to which the Security Experts are to be trained by Service Provider to facilitate the performance of quality services, which approval shall not be unreasonably withheld. If services or related materials are of such technical nature as to require uniquely specialized training, BMC, with the express consent of Service Provider, may oversee, orchestrate and implement additional technical training. BMC will bear the expenses of any additional and specialized training, outside of the standard training provided by the Service Provider.
2 Fees	2.1 Fees for service Service Provider agrees to perform the services for the fees set forth on Activity Schedule and made a part hereof. Such fees cannot be modified by Service Provider. 2.2 Payment Commencing with the end of the 3rd Month / 1st Quarter (of the year) of the launch date and each month thereafter during the term (as hereinafter defined), Service Provider will provide BMC with a Quarterly itemized statement for the services rendered. In the event of a dispute with regard to a portion of any invoice, the disputed portion may be withheld until resolution of the dispute but any undisputed portion shall be paid as provided herein. 2.3 Record keeping Service Provider agrees to keep accurate books of account and records (in accordance with generally accepted accounting principles consistently applied) at the address set forth on the first page of this agreement detailing all fees for its services. Records include, but are not limited to, electronic documents service performance records. Such records will be kept by Service Provider on a daily basis. Such books and records shall be maintained by Service Provider for a period until termination or expiration of this agreement. To ensure quality in performance of the services, BMC may request Service Provider to deliver records on a [daily/weekly/monthly/yearly] basis, as needed by BMC. Upon reasonable notice of seven (7) days, BMC retains the right to request records at any time, and may change the intervals in which Service Provider will deliver such accounts and records. Upon reasonable notice of not less than seven (7) days, BMC shall have the right, for each one (1) month period during the term, to

	inspect and audit such books of accounts and records to verify the accuracy of the information contained in any invoice or the amount of fees for services paid to all Service Provider hereunder. The parties agree that any dispute as to the fees paid to or charged by Service Provider for the services that cannot be resolved by the parties shall be settled by arbitration as provided in relevant GCC Clause (Settlement of Disputes) of this agreement.
3 Ownership and distribution of records	3.1.1 All records, accounts, citizens'/contractors'/employees' data and confidential information developed and maintain by Service Provider in regards to the distribution of BMC's services, (including but not limited to customers' personally identifying information), all accounts and records regarding Service Provider's services for BMC, and all records, recordings, data and accounts captured or created by both BMC's and Service Provider's facility's equipment, and all telecommunication equipment (both via telephone, the internet and any other telecommunications technologies) are the sole and exclusive property of BMC. BMC owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this agreement. All accounts, records and confidential information governed by this agreement may not be shared, sold, rented, distributed or revealed to any third party without the express written consent of BMC. Accounts, records, citizens'/contractors'/employees' data, confidential information may be shared with Service Provider's parent, subsidiaries and joint ventures only for the explicit purpose of coordinating services provided under this agreement. Accounts, records and confidential information may not be shared, rented, sold, distributed or otherwise used by Service Provider, nor Service Provider's parent, subsidiaries and joint ventures, for any purpose other than Service Provider's services, as provided by the scope of work under this agreement, including use in developing marketing tools or in promoting additional products and services offered by Service Provider, its parents, subsidiaries and joint ventures, without the express written consent of BMC. To ensure customer satisfaction and alleviate customer privacy concerns, BMC retains the right to revoke the authorized sale, rental, distribution or use of accounts, records or confidential information at any time based on BMC's sole discretion. 3.1.2 Except as required in the performance of its obligations under this agreement or with the prior written authorization of BMC, Service Provider shall not directly or indirectly use, disclose, disseminate or otherwise reveal any citizens'/contractors'/employees' data nor confidential information and shall maintain customer data and

	confidential information in confidence for a period of seven (7) years from the date of termination or expiration of this agreement, for whatever reason. Recipient shall use the same care and discretion to protect citizens'/contractors'/employees' data and confidential information of the BMC as Service Provider uses to protect its own customer data and confidential information, but not less than a reasonable standard of care. Service Provider shall restrict use of the BMC's citizens'/contractors'/employees' data and confidential information to its employees, and to those consultants who have been pre-approved in writing by BMC, who have a need to know the confidential information and who have a written agreement with Service Provider sufficient to comply with this agreement. 3.1.3 Nothing contained in this section shall in any way restrict BMC's rights to use, disclose, or otherwise dispose of any information which: 3.1.3.1 At the time of disclosure by BMC was already in the possession by Service Provider (provided such information had not been previously furnished to BMC by Service Provider and excluding an authorized possessions obtained by Service Provider without the express consent by BMC) as shown by a written record; 3.1.3.2 Is independently made available to Service Provider by an unrelated and independent third party whose disclosure does not constitute a breach of any duty of confidentiality owed to BMC; 3.1.3.3 Is compelled to be disclosed pursuant to a court order, provided that discloser shall first have the opportunity to request an appropriate protective order. 3.1.4 Nothing in this agreement shall be construed as granting any rights or licenses in any confidential information to any person or entity. 3.1.5 Service Provider and BMC agree that the terms of this section are reasonable and necessary to protect their respective business interests and that the other party would suffer irreparable harm from a breach of this section. Thus, in addition to any other rights or remedies, all of which shall be deemed cumulative, Service Provider and BMC and/or their respective affiliates, as applicable, regardless of arbitration or dispute resolution clauses in this agreement, shall be entitled to obtain injunctive relief to enforce the terms of this section. 3.2 Disposal of records 3.2.1 For purposes of this agreement "disposal" shall include the discarding or abandonment of consumer information, as well as the sale, donation, or transfer of any medium, including computer equipment, upon which consumer information is stored.
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	3.2.2 At the request of BMC and to ensure adequate customer privacy, Service Provider will utilize technologies and methodologies that render customer data unusable, unreadable or indecipherable to unauthorized individuals. BMC may establish a timetable requiring Service Provider to dispose of certain accounts and records (to be determined by BMC) on an ongoing and scheduled basis. Service Provider agrees to adhere to the provisions of the fair credit reporting act and the federal trade commission's disposal rule and all payment card industry data security standards regarding access to information and disposal requirements and agrees to take reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal of consumer data and to conduct disposal practices that are reasonable and appropriate to prevent the unauthorized access to – or use of – information in a consumer report. If Service Provider is personally unable to properly dispose of customer data, then Service Provider will take reasonable steps to select and retain a service provider that is capable of properly disposing of the consumer information at issue; notify the service provider that such information is consumer information; and enter into a contract that requires the service provider to dispose of such information in accordance with federal regulations. 3.2.3 Service Provider agrees to utilize proper record destruction and encryption technologies for both hard copy records and electronic records. Under this agreement, hard copy records include but are not limited to paper printouts, printer and facsimile ribbons, and drums. Under this agreement, electronic records include but are not limited to, bits and bytes contained on hard drives, disks, memory devices, phones, mobile computing devices, and networking equipment. Service Provider agrees to utilize proper record destruction and encryption technologies for both hard copy records and electronic records, including but not limited to the burning, pulverizing, or shredding of papers containing customer data information so that the information cannot be read or reconstructed; destroying or erasing electronic files or media containing consumer data information so that the information cannot be read or reconstructed; conducting due diligence and hiring a document destruction contractor to dispose of material specifically identified as consumer information consistent with Government regulations. Due diligence may include reviewing an independent audit of a disposal company's operations and/or its compliance with Government regulations; obtaining information about the disposal company from several references; requiring that the disposal company be certified by a recognized trade association;
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	reviewing and evaluating the disposal company's information security policies or procedure. For hard copy records, Service Provider agrees that all hard copy records must be physically destroyed so that all information, especially customer data, cannot be read or re-constructed and maintains that redaction is not an adequate method of hard copy record disposal. Service Provider agrees to utilize any and all technologies and methods require to ensure the proper disposal of all electronic records, including by not limited to the true cleaning of hard drives through the process of overwriting data, a hexadecimal pattern followed by a third pass, the actual cleaning of disks by removal and destruction of disks surface, and destruction of information through the brute force physical destruction of electronic medium that creates or retains the electronic records. Upon termination or expiration of this agreement for any reason whatsoever, BMC and Service Provider shall leave with or return to the other all documents, records, notebooks, computer files, and similar repositories or materials containing confidential information of the other party and such other party's affiliates, including any and all copies thereof. 3.3 Records policy in the event of merger 3.3.1 It is possible that Service Provider could merge with or be acquired by another company. If such an acquisition occurs, the successor company would have access to the accounts and records maintained by Service Provider, including customer data. Upon merger, the successor company will continue to be bound by all of the covenants and clauses of this agreement unless and until it is amended in writing.
4 Indemnity; liability and disclaimers; insurance ;	4.1 Indemnification by Service Provider Subject to the limitations of liability set forth in relevant section of this agreement, Service Provider agrees to indemnify and save harmless BMC and its affiliates, and their respective officers, directors, members, employees, agents and other personnel, from any liabilities, causes of action, lawsuits, penalties, damages, claims or demands (including the costs and expenses and reasonable attorneys' fees on account thereof) that may be made: (i) by any person or entity for injuries or damages of any kind or nature (including but not limited to personal injury, death, property damage and theft) resulting from or relating to (x) the negligent or wilful acts or omissions of Service Provider, those of persons or entities furnished by Service Provider, or Service Provider's employees, agents or subcontractors, (y) the use of Service Provider's services furnished hereunder, (ii) the unauthorized, negligent, accidental or intentional release, exposure, distribution, sale, rental, misplacement of customer data (accidental or otherwise),

	(iii) Service Provider's breach of this agreement or its failure to perform any obligation hereunder, (iv) by any employee or former employee of Service Provider, agents or subcontractors for which Service Provider's liability to such person or entity would otherwise be subject to payments under state workers' compensation or similar laws. Service Provider, at its own expense, agrees to defend BMC, at BMC's request, against any such liability, cause of action, lawsuit, penalty, claim, damage or demand, including but not limited to claims arising under the consumer protection act, agrees to notify Service Provider promptly of any written claims or demands against BMC for which Service Provider is responsible hereunder. The foregoing indemnity shall be in addition to any other indemnity obligations of Service Provider set forth in this agreement. 4.2 Warranty; limitation of liability 4.2.1 Service Provider warrants to BMC that the services furnished under this agreement will be furnished in a professional and workmanlike manner and in conformance with the metrics set forth in this agreement. 4.2.2 Except for liabilities described in clauses (i) and (ii) below, Service Provider's and BMC's total liability hereunder will be limited to a maximum amount equal to the Contract Price. The limitations of this section shall not apply to: (i) any damage or loss to BMC arising from any misappropriation of BMC's confidential information in breach of this agreement or (ii) damages resulting from personal injury or death or damage to tangible real or personal property caused by Service Provider or resulting from Service Provider's negligence. 4.3 Insurance Service Provider currently maintains at its sole cost and expense worker's compensation insurance as required by applicable law. Service Provider currently maintains contractual liability coverage to cover liability assumed under this agreement. At all times under this agreement Service Provider shall maintain appropriate insurance coverages or that which is required by law for a business of like kind. Service Provider shall provide BMC with copies of certificates of such insurance from time to time during the term upon request by BMC.
5 General provisions	5.1 Intellectual property 5.1.1 Service Provider agrees to disclose and furnish promptly to BMC any and all technical information, computer or other apparatus programs, inventions, specifications, drawings, records, documentation, works of authorship or other creative works, ideas, knowledge or data, written, oral or otherwise expressed, first made or created for and paid for by BMC under this agreement

	(hereinafter "work product"). The work product specifically includes, without limitation, any scripts, and lists of frequently asked questions and responses thereto, etc., prepared and utilized by Service Provider in connection with providing services regarding the products. 5.1.2 Subject to the provisions of this section 6.1.2, Service Provider agrees to assign and does hereby assign to BMC all rights, title and interest in and to any work product. To the extent such work product qualifies as a "work made for hire," it shall be deemed to be such. Notwithstanding the foregoing, (i) Service Provider retains for itself a perpetual, nonexclusive, royalty-free, unrestricted right and license to any structure, architectures, ideas and concepts subsisting in such work product, and (ii) Service Provider shall be free to independently develop software and other works similar to any works developed by the performance of the services under this agreement, whether by other employees of Service Provider, in collaboration with third parties, or for other customers. 5.1.3 Service Provider agrees to take all reasonable steps, at its own expense, to assist BMC in the perfection of the rights assigned hereunder. 5.1.4 Service Provider shall not acquire any right to any tradename, trademark, service-mark, copyright, patent or other form of intellectual property of BMC. Service Provider shall not use such intellectual property of BMC in any manner except in the performance of its obligations hereunder as permitted or contemplated in connection therewith. 5.2 Severability; waiver If any of the provisions of this agreement shall be held invalid or unenforceable by reason of the scope or duration thereof or for any other reason, such invalidity or unenforceability shall attach only to the particular aspect of such provision found invalid or unenforceable and shall not affect any other provision of this agreement. To the fullest extent permitted by law, this agreement shall be construed as if the scope or duration of such provision had been more narrowly drafted so as not to be invalid or unenforceable. 5.3 No other agreements The parties acknowledge having read this agreement and agree to be bound by its terms. This agreement and the schedules attached hereto supersedes and replaces any existing agreement, written or otherwise, entered into between or among BMC and Service Provider relating to the subject matter hereof. This agreement may only be amended or modified in writing. 5.4 Assignability
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	This agreement shall not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld or delayed, except that BMC may assign this agreement or any of its rights and responsibilities hereunder, in whole or in part, to any affiliate or any entity which acquires all or substantially all of the assets or operations of its business dealing with the products, with notice to but without the consent of Service Provider. Any such attempted assignment lacking consent where required shall be null and void. 5.5 Independent contractor With respect to all matters relating to this agreement, Service Provider shall be deemed to be an independent contractor. Service Provider shall not represent itself or its organization as having any relationship to BMC other than that of an independent agent for the limited purposes described in this agreement. 5.6 Authorized representatives Service Provider shall designate and maintain at all times hereunder a project manager to serve as a single point of contact for BMC to assist in the resolution of all technical, operational and implementation-related matters. Service Provider shall endeavor not to change such project manager without BMC's approval, and in any event shall notify BMC of any such changes. In addition, each party shall, at all times, designate one representative who shall be authorized to take any and all action and/or grant any approvals required in the course of performance of this agreement. Such representations shall be fully authorized to act for and bind such party including the approval of amendments to this agreement. 5.7 Representations Except as noted herein, no employee, agent or representative of either party will have the authority to bind the other party to any representation, oral or written, or any warranty concerning the services or the performance of the services. 5.8 Disaster prevention Service Provider will use best efforts to ensure a safe and reliable Security Operation Centre, including providing an uninterruptible power source (ups) for power backup, a diesel generator for additional power backup. Should BMC experience repeated and/or significant disruptions in service for any reason related to failures on the part of Service Provider, Service Provider agrees to remedy these disruptions within thirty (30) days of written notice from BMC. 5.9 Compliance with laws Service Provider shall comply with the provision of all applicable central, state, and local Government laws, ordinances, regulations, and codes including, but not limited to, Service Provider's obligations under the consumer protection act and as an employer with regard to the health, safety and payment of its employees, and identification and procurement
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	of required permits, certificates, approvals, and inspections in Service Provider's performance of this agreement. Notwithstanding whether a specification is furnished, if software, software products and services, or containers furnished are required to be constructed, packaged, labelled, or registered in a prescribed manner, Service Provider shall comply with applicable central, state and / or local Government law/s. Service Provider shall indemnify BMC for, and defend BMC against, any loss or damage sustained because of Service Provider's noncompliance. 5.10 Right of access Service Provider shall permit reasonable access for BMC to its facilities in connection with work hereunder. No charge shall be made for such visits.
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Section X - Contract Forms

1. Letter of Acceptance

(sample)

[letterhead paper of the BMC]

[date]

To: *[name and address of the Service Provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms, included in Section - Contract Forms, of the bidding document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Organization: Information Technology Department, Brihanmumbai Municipal Corporation

Attachment: Contract

2. Contract Agreement

RFP No.: _____

Sanction No.: _____ Date: _____

Contract Period: _____

This AGREEMENT is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[Director, Information Technology, Municipal Corporation of Greater Mumbai]* (hereinafter called the "BMC") and, on the other hand, *[name of Service Provider]* (hereinafter called the "Service Provider").

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "BMC") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the BMC for all the Service Provider's obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the "Service Provider").]

WHEREAS

- (a) the BMC has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Service Provider, having represented to the BMC that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Letter of Bid;
- (c) the Special Conditions of Contract (including the Additional Conditions of Contract);
- (d) the General Conditions of Contract;
- (e) the BMC's Requirements;
- (f) the Priced Activity Schedule (including Payment Schedule); and

2. The mutual rights and obligations of the BMC and the Service Provider shall be as set forth in the Contract, in particular:
- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the BMC shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

For and on behalf of the Service Provider:

Signed: *[insert signature of authorized representative(s) of the Service Provider]* (stamp)

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of 2 official witness]*

For and on behalf of the BMC:

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of 2 official witness]*

The Common Seal of the Brihanmumbai Municipal

Corporation was affixed on this _____ day of

_____ 20__ in the presence of

1) _____

2) _____

Two members of the Standing Committee of
the Brihanmumbai Municipal Corporation and
in the presence of the Municipal Secretary

(SEAL)

Municipal Secretary

3. Performance Security

Format of Bank Guarantee

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead]

Ref. No. :

Date :

Bank Guarantee No. :

THIS INDENTURE made this _____ day of _____ 20____, BETWEEN THE _____ (Name of the Bank and address), Bank incorporated under the 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 the supplier) inhabitants carrying on business at _____ (address) under the style and name of Messer's _____ (name of the company), a company incorporated under the Indian Companies Act 1913 (hereinafter referred to as 'the Contractor/s') of the second part shri. _____ THE MUNICIPAL COMMISSIONER FOR BMC (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 BRIHANMUMBAI MUNICIPAL CORPORATION (hereinafter referred to as 'the Corporation') of the fourth part WHEREAS the Contractor/s have submitted to the Commissioner bid for the execution of the work of _____ and the terms of such RFP/ contract require that the Contractor/s shall deposit with the commissioner as earnest money and / or the security a sum of ₹ _____ (in words _____)

AND WHEREAS If and when any such bid is accepted by the Commissioner the contract to be entered into in furtherance thereof by the Contractor/s will provide that such deposit shall remain with and 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 provision of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the Contractor/s are constituents of the Bank and in order to facilitate the keeping of the accounts of the Contractor/s, the Bank with the consent and concurrence of the Contractor/s has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the Contractor/s depositing with the Commissioner the said sum as Earnest Money and /or the security as aforesaid AND WHERE AS accordingly the Commissioner has agreed to accept such undertaking. NOW THIS AGREEMENT WITNESSESS that in consideration of the premises, the Bank at the request of the Contractors (hereby testified) UNDERTAKES WITH the Commissioners to pay the Commissioner upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole ₹ _____ (in words _____) under the terms of the said RFP and / or the Contract. The Bank Guarantee is valid up to _____.

Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to ₹ _____ (in words _____) 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 rights 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.