



BRIHANMUMBAI MUNICIPAL CORPORATION (BMC)

Bid Document

for

**Invitation of Tender for “Procurement of Services to
run the Pothole Tracking Systems at BMC.”**

Issued By

Chief Engineer (Roads & Traffic) Brihanmumbai
Municipal Corporation (BMC)

BRIHANMUMBAI MUNICIPAL CORPORATION

Chief Engineer (Rds. & Tr.)

No.Dy.ChE/ 565 / Rds. / Plg.dated 29.05.2024

E-TENDER NOTICE

Subject: Invitation of Tender for “Procurement of Services to run the Pothole Tracking Systems at BMC.

The BRIHANMUMBAI MUNICIPAL CORPORATION (BMC) invites online ‘Procurement of Services to run the Pothole Tracking Systems at BMC’ for providing services on item rate basis in Packet ‘A/B’ & Packet ‘C’. The scope of work includes Primary Support: Decentralized Support as per BMC wards & Maintenance Support

- a. Change Request Support (Application support)
- b. Maintenance Support (Application support)

The application form can be downloaded from e-procurement system of Government of Maharashtra (Mahatenders) (<http://mahatenders.gov.in>). The applicants not registered with a BMC are mandated to get registered (Vendor Registration) with BMC for e-tendering process & obtain login credentials to participate in the online bidding process.

- i). To download the application form, for those applicants not having vendor registration, need to apply first for vendor registration at the office of CPD Byculla.
- ii). The forms of Tender documents are available on the e-Tendering website <https://mahatenders.gov.in>. The aspiring Applicants will have to download Tender form, from the website mentioned above. The bidder has to fill in online format and upload information regarding Tender Online. Also he has to download the Tender application form from website, fill it and upload the scanned copy of duly filled form, along with required documents.
- iii). For purchasing the Tender documents, the bidders will have to get registered with etender portal (<https://mahatenders.gov.in>) for the etendering process and obtain login credentials to participate in the online Tender process. The details of the same are available on <https://mahatenders.gov.in>. For registration, enrolment for digital signature certificates and user manual, please refer to respective links provided in etendering tab on <https://mahatenders.gov.in>

The application can be downloaded from NIC Portal (<https://mahatenders.gov.in>) on payment of Rs. 6,600 /- plus applicable GST. The applicants not registered with BMC are mandated to get registered (Vendor Registration) with BMC for e-tendering process & obtain login credentials to participate in the online bidding process.

- i. To download the application form, those applicants not having vendor registration, need to apply first for vendor registration at the office of Account Officer, Central Purchase Department.

- ii. Followed by SRM login ID and password to be obtained from Central Purchase Department (CPD),Office at Byculla, Bakariadda ,Mumbai.
- iii. For e-Tendering registration, enrollment for digital signature certificates and user manual, please refer to respective links provided in ‘Tenders’ tab. Vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by controller of certifying authorities namely, Safes crypt, IDRBT, National informatics center, TCS, CUSTOMS, MTNL, GNFC and e- Mudhra.

| Name and location of work | Contract period | EMD in Rupees | E-Tender Price Rs. |
|--|---|-------------------------|-------------------------------|
| Procurement of Services to run the Pothole Tracking Systems at BMC. Tender ID. 2024_MCGM_1039361 | 1 st June 2024 to 31 October 2024 Including Mansoon | Lump sum Rs.25,000/- | Rs.6600+ Applicable GST |

The technical and financial bids duly filled in should be uploaded & submitted online up to the Bid submission End date & time mentioned in the Header Data. Other details can be seen in the E- tender documents. If there are any changes in the dates, the same will be displayed on the BMC's portal and SRM as a corrigendum. The Packet ‘A/B’(One packet) i.e. Technical –Bid and Packet- C i.e. Financial Bid of the tenderers will be opened as per the time-table shown in the Header Data in the office of Dy. Ch Eng. (Roads) Planning.

The dates and time for submission and opening the bids are as shown in the Header Data. If there are any changes in the dates, time and venue, the same will be displayed on the BMC Portal (<http://portal.mcgm.gov.in>) as well as on NIC Portal <https://mahatenders.gov.in>.

The Applicants interested for the above referred works may contact the Dy.Ch.E.(Roads) Planning at the following address on any working day during office hours.

Office of Dy.Ch.E.(Roads)Planning,
5th floor, BMC garage building,
Behind Pant nagar BEST Depot,
Ghatkopar (East), Mumbai 400075.

Sd/-
Deputy Chief Engineer (Roads) Planning

HEADER DATA

| | |
|---------------------------------------|--|
| Tender Document No. | 2024_MCGM_1039361 |
| Name of Organization | BRIHANMUMBAI MUNICIPAL CORPORATION(BMC) |
| Subject | Invitation of Tender for “Procurement of Services to run the Pothole Tracking Systems at BMC” |
| Cost of Tender | Rs.6,600/- + Rs. 1188 /- (CGST @ 9%+SGST @ 9%). |
| Earnest Money Deposit in Rs. | Rs.25,000/- (Lump sum) |
| Date of issue of tender (Start Date) | On 30 / 05 /2024 from 11.00 Hrs. onwards |
| Prebid Meeting | - |
| End date & time for sale of tender | On 05/06/2024 upto 12.01 Hrs. |
| Submission of Packet A/B & C (Online) | On 05/06/2024 upto 15.00 Hrs. |
| Online Opening of Packet – A/B | On 05/06/2024 from 15.01 Hrs. onwards |
| Online Opening of Packet – C | On 07/06/2024 from 14.00 Hrs. onwards |
| Address for communication | Office of Dy.Ch.E.(Roads) Planning, 5 th floor, BMC garage building, behind Ghatkopar BEST Depot, Ghatkopar (East), Mumbai 400075. |
| Venue for opening of bid | On line in Office of Dy.Ch.E.(Roads)Planning, 5 th floor, BMC garage building, behind Ghatkopar, BEST Depot, Ghatkopar (East), Mumbai 400075. Email Id- dyche.rdplg@mcm.gov.in |

Subject matter is available on Website of BMC. (<http://portal.mcm.gov.in/tenders>) as well as on NIC Portal <https://mahatenders.gov.in>.

The bidder shall have to pay the “Tender Fee” as mentioned in the above table through online payment gateway before downloading the tender documents.

The bidders are requested to note the following:

1. Service Providers should have their office in MMR region with phone, fax & email facilities.
2. This is two (2) packets tender, hence packet 'A/B' will be considered as 'ONE' packet for "Technical Bid" and packet 'C' will be considered as "Financial Bid".
3. The payment of lump sum EMD Rs. 25,000/- shall be done online only. The Bidders will have to provide Earnest Money Deposit through the payment gateways while submitting the bids. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit.

This tender document is not transferable.

The BMC reserves the rights to accept any of the application or reject any or all the applications received for the above subject mentioned work without assigning any reason thereof.

Note: As per Circular Dir./IT/F-59 Dtd. 10.05.2023 Use of e-Procurement System of Gov. of Maharashtra (Mahatender) for all tenders in BMC instead of SAP SRM is made mandatory. Contractor has to enroll and obtain credentials for the same.

Sd/-

Deputy Chief Engineer (Roads) Planning (i/c)

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1.Glossary

Terms Meaning

| | |
|-------------|--------------------------------|
| BOM | Bill Of Material |
| BEC | Bid Evaluation Committee |
| EMD | Earnest Money Deposit |
| IT | Information Technology |
| DEO | Data Entry Operator |
| NDA | Non-Disclosure Agreement |
| LOI | Letter of Intent |
| SLA | Service Level Agreement |
| PC | Personal Computer |
| GRC | Governance Risk and Compliance |
| DMS | Document Management System |
| SPOC | Single Point of Contact |

2 Introduction

2.1 Project Background

Pothole Tracking System:

At present Pothole Tracking System is implemented in BMC since November 2011. It is being used by all concerned engineers of Wards and Central Road Department. Citizen or anyone who wants to report a pothole can download an Android based application on their mobile phone and report a pothole by clicking a photograph of the pothole using the application. The application captures the Geographic location of the pothole using the GPS service of the phone and sends the picture along with the details to the central web application using GPRS service of the mobile network. The Pothole Tracking System can be accessed through the following link: <http://www.mybmcpotholefixit.com/>

As soon as the pothole is reported the web application sends an alert via SMS to the concerned engineer of the ward. All ward boundaries are geo-coded in the system along with its associated engineer details. All the engineers, executives and administrating authorities have been given user access to the system. The user can manage and track the potholes reported under their jurisdiction using role-based access control.

Once the sub-engineer plans the pothole for attending the pothole is marked as Planned. After attending the pothole, the engineer again takes a photograph of the closed pothole and changes the status to 'closed' by uploading the photo of closed pothole using android based mobile phone.

2.2 Project Objective

BMC is now looking to contract with a single Bidder who can provide the maintenance Support Services for the Updated pothole tracking system, which would primarily include software maintenance support, enhancement if required. In order to achieve the abovementioned objectives, it is proposed to hire the Post Implementation Support Services for the pothole tracking. · Primary Team Resources for maintenance (Field Support Team) for providing hand-holding / support to end users of specific modules of Pothole tracking at various locations / offices of BMC in a decentralized manner through resources deployed at various BMC locations

Existing Application Functionalities A). Pothole Tracking System

1. Citizen/SE/JE report pothole by using application APK for Android mobile and symbian, blackberry, windows and iphone using web application. Citizen can see status of reported pothole using website.
2. Citizen can also submit feedback about particular pothole & can search Planned Pothole By Pothole number and address. Citizen can get instant Alerts as per ward at various stages of pothole tracking like reported/planned/closed
3. Reported potholes come to test moderator for approval. (genuine pothole photo or not). Some of the Mobile Number has been Register in Our System Therefore Some Potholes are directly goes to Sub Engineer Login.(Without Coming To Test Moderator Login)
4. After approval it goes to respective ward according the location within the drawn ward boundaries.
5. Every ward has allotted Sub Engineers (SE). The reported pothole will be displayed in SE login. SE then Assign the reported pothole to the particular contractor given to his particular ward with pothole details i.e. contractor

type, contractor name, priority, pothole type, measurements. OR transfer the reported pothole to his Ward or Other Utilities/Agencies.

6. SE of Ward and Other Utilities Agencies assign the reported pothole to the particular contractor with pothole details i.e. contractor type, contractor name, priority, pothole type. If the pothole is not found or detected then It is Closed As Non Existing Pothole through E.E Approval. S.E. Can get instant Alerts as per ward at various stages of pothole tracking like reported/planned/closed
7. The Assigned pothole is displayed in Contractor's Planned Stage as well as SE Planned Stage. After Filling Pothole properly, Contractor will click on Attend Button. Then the pothole will be displayed in Contractor's Attended Stage as well as SE Attended Stage.
8. Ward, Internal Agency and Municipal Corporation other Agency Assign the Pothole to their Particular Contractor, Contractor Attend the pothole then it goes to the Sub Engineer Login For closing. The contractor gets a SMS/email notification to attend the pothole within the stipulated time period as soon as it is assigned by the engineer of Road department
9. Then SE will take closing photo of filled pothole on site by using Android mobile Closing Apk. And will close the pothole on system. If the pothole is not filled properly, SE will RE-Assign it to Contractor and pothole will go back in Contractor and SE Planned stage.
10. IF the pothole resurfaces, the SE will reopen the pothole and pothole will go back in Contractor and SE Planned Stage.
11. Fines have been levied on road department contractors for not attending to potholes within 24/48 hours depend upon Municipal Corporation decision. Fines have been levied on Ward level contractors for shoddy work on filling up potholes on minor roads that fall under the defect-and-liability period. Fines have also been levied on contractors from other related departments such as bridges, storm water drains, sewage and hydraulic engineering for poor reinstatement of roads.
12. The Municipal Corporation had imposed a reward point (if the pothole is assigned to respective contractor within 24 hours then he gets +1 reward point, if he fails to do the same then get -1 point) on sub-engineers from the roads department for not meeting the 24-hour deadline to fill up potholes.

B). Mobile Application

1. To increase the use of the system it is proposed that it should support all operating systems of mobile phones (application for Android mobile, Symbian, blackberry, windows and iPhone) that have GPS and GPRS capabilities & web application.

C). Contractor Management

Vendor Company has been created as a master database of all contractors that are supposed to work on Pothole Fixing. There are three types of contractors are integrated into the system:

- Contractors having roads under Defect Liability Period (DLP)
- Contractors supposed to work on Pothole fixing on Asphalt roads
- Contractors to work on Pothole fixing on other types of roads essentially Paving Blocks

Vendor Company is also mapped with the contractor master database to the respective wards where the contractor is supposed to fix potholes exclusively. Vendor Company has been created as a master database for Service Level Benchmarks for each type of potholes within which the contractor is supposed to fix the pothole. Vendor Company have been I also marked geo-coded roads under other agencies in consultation with Road department.

Once the pothole is reported following process shall assign the pothole to its contractor: ▪ If the pothole is pertaining to other agencies i.e. either MMRDA, PWD, HE, SO etc the system shall detect it and shall send an email notification to the concerned authorities of respective agencies.

- If the pothole is under Municipal Corporation then it will be checked whether the particular road is under DLP or not. In case of DLP the road shall be assigned to the concerned contractor who is serving the DLP.
- If the pothole is non-DLP then the engineer shall assign it to concerned contractor of the word of either Asphalt work or Paving Block work as per the work awarded for the respective wards.
- The assignment shall be done based on the site visit carried out by the engineer of Road department. The sub-engineer shall provide measurements of the pothole while assigning it to contractor.
- The contractor shall get a SMS/email notification to attend the pothole within the stipulated time period as soon as it is assigned by the engineer of Road department. If the contractor is unable to fix the pothole due to continuous rain then the contractor is expected to fix the pothole as an intermediate solution using aggregate. If Pothole is not attended in stipulated timeline then the contractor and the pothole shall be termed as underperformance and shall be part of the escalation generated automatically

D). Road Management

Vendors have been created a master database of all roads that are not under jurisdiction of Municipal Corporation directly. That is the roads that are maintained by other agencies other than Municipal Corporation. These roads shall be geo-coded on the map in a separate database table.

The System has been classified potholes into two categories.

- Potholes under Municipal Corporation.
- Potholes under other agencies by various other agencies i.e. MMRDA, PWD etc.

E). GIS:-

Vendor have been with the support of sub engineers and Junior engineers from all wards

have been Geo Code Other Agencies Roads (MMRDA, PWD etc) and all DLP roads belonging to central Agencies , Ward as well as internal Agencies like the WSP, SO, HE,SWD etc on Google Map.

F). Escalation & Reporting

Following escalations / reports are generated by the system.

- Ward wise potholes reported
- Pothole reporting summary
- Material consumed report
- Excess potholes in a road or ward
- Delay in Planning Stage alerts
- Statistical over-view and trend analysis

G). Escalation Module

- Pothole timeline according to their respective material
- Password renewal for security purpose
- Feedback to citizen as well as officer
- Fund allocation and refill of the same with respective ward
- Complaint timeline as per pothole type
- Alerts to Municipal Corporation officers for final pothole size.

H). SMS/Email Alerts module

SMS alerts will be sent to complainer/citizen, complaint officer related to the complaint details and progress of the same. Software agencies shall provide the SMS service at its cost.

I). User access & authentication module

❖ Authentication

- Password Based Authentication Systems

Usernames and passwords are still the most common form of authentication today. And despite the improved authentication schemes like HTTP Digest and client side certificates, this system is equally important as per Security point of view.

- Ensuring Password Quality

Password quality refers to the entry of a password and is clearly essential to ensure the security of the user's accounts. That typically is a password of at least 6 characters (incl. Special characters and numbers) and maximum of 15 characters (incl. special characters and numbers).

- Reset Password

The system should allow the user to reset their default password without the latency of calling a support organization. And make it mandatory for user to change the default password at first login.

J). Managing User Session

❖ Valid Session

Allowing users to log out and clear their session. When a user logs out, this action should invalidate identification numbers from both the client and the server. Not only should it clear the current sessions, but it should clear all

other sessions that the users may have initiated but have failed to log out of because of forgetfulness (browsing away from the site) or some other issue like server failure.

Session Time-out (Expiry)

The session should expire automatically if user not accesses the application up till 30 minute, and to access application user should re-login into the system.

Session Re-Authentication

Critical transactions such as online bidding, online payment should require the user to re authenticate or be reissued another session token immediately prior to significant actions. User actions to the extent where re-authentication is required upon crossing certain “boundaries” to prevent some types of cross-site scripting attacks that exploit user accounts.

Access Control and Authorization

Access control mechanisms are a necessary and crucial design element to any application’s security. In general, a web application should protect front-end and backend data and system resources by implementing access control restrictions on what users can do, which resources they have access to, and what functions they are allowed to perform on the data. Ideally, an access control scheme should protect against the unauthorized viewing, modification, or copying of data.

Role Based Access Control

In Role-Based Access Control (RBAC), access decisions will be based on an individual’s roles and responsibilities within the organization or user base. The process of defining roles will be usually based on analyzing the fundamental goals and structure of an organization and is usually linked a great deal to the security policy.

An RBAC access control framework should provide web application security administrators with the ability to determine who can perform what actions, when, from where, in what order, and in some cases under what relational circumstances.

Access control to Database

- Create new user for database access by application and for admin task
- Restrict access to the database from other sources than the local host application
- Data Encryption/Decryption for important data (Bid amounts till tender opening)
- Don’t show the encrypted key.

3. Bid Invitation

The Chief Engineer (Roads & Traffic), Brihanmumbai Municipal Corporation invites the reputed bidders to submit their technical and financial offers for the project of "**Invitation of tender for procurement of services to run pothole tracking system in BMC**" in accordance with conditions and manner /prescribed in this Bid Document.

3.1 Pre-Qualification Criteria

| S.NO | Criteria | Supporting Document |
|------|--|---|
| 1 | The bidder should be a company registered under Indian Companies Act, 1956 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 Registration/Incorporation |
| 2 | The Bidder should have an average annual turnover of Rs. 50 lakhs from IT Services Business which includes software development, customization, implementation and Maintenance last three financial years (2021-2022, 2022-2023 & 2023-24) | Audited Profit & Loss Statements for last three financial years (2021- 2022, 2022-2023 & 2023-24) |
| 3 | The Bidder should have at least 50 technical resources on its payroll as of the date of submission of the bid. Further, at least 25 resources should have prior experience of least 2 years in customization/ implementation /support projects. These resources should be on the payroll of the Bidder as of the date of submission of the bid | Certificate from HR for the overall count of resources |
| 4 | The Bidder should have experience in implementing at least three projects of e-governance in Copy of Work Order and Client implementation/maintenance/support in India over the last three financials year (i.e. (2021-2022, 2022-2023 & 2023- 24) of each project should be at least INR 5 lakh. Only projects that are completed will be considered. | certificate signed by a competent authority clearly stating the scope |
| 5 | The bidder must have at least one of the following Certifications 1. SEI CMMi Level 3 Certification (or above) 2. ISO 9001: 2008 (or above) | Copies of the valid certifications |
| 6 | Bidder should have at least one office in Maharashtra. | Proof of the office address |

| S.NO | Criteria | Supporting Document |
|------|---|--|
| 7 | The Bidder should not have been blacklisted by any Central/ State Government Organization or Department in India at the time of submission of the bid. | Declaration letter by bidder as per format given in the Bid Document |
| 8 | The Bidder should have valid documentary proof of GST registration. | Valid documentary proof of GST registration. |
| 9 | The Bidder should have valid Income Tax returns for the last three assessment years (i.e. 2021-2022, 2022-2023, 2023-2024) and the Bidder (not individual) should have a PAN Card | Provide documentary proof of Income Tax returns for the last three assessment years and valid copy of PAN card |
| 10 | No Consortiums will be allowed to participate in the bid | |

4. Instructions to Bidder

4.1 Bid data sheet

Information Details

A. Introduction

1. Project Name Pothole tracking system at BMC
2. Bid Document reference No << >>
3. Tender Type Open Tender via e-Tendering system
4. Tender Fee Rs. 6600 /- + Rs. 1188 /- (CGST @ 9%+SGST @ 9%) (Rupees Only)
5. Tender Download Due Date As per header data.
6. Earnest Money Deposit (EMD) Rs. 25000 /- (LS)
7. EMD Submission Due Date & Time As per header data.
8. Bank Solvency Certificate Rs. 300000 /-
9. Addressee and Address for the EMD to be submitted <<BMC>>

B. Preparation of Bids

1. Language of Bid English
2. Bid Validity Period 180 Days from the Date of Opening of Bid
3. Performance Bank Guarantee 10% of the contract value within one month from the date of issue of Letter of Acceptance
4. Performance Security Validity Period - Valid up to the entire contract period + 3 months or payment of final bill whichever is later

C. Bid Presentation

1. Last date for submission of queries for clarifications.
2. Query Submission To be submitted via e-mail on Date and Time of Pre-bid meeting As per header data.
3. Contact Person for clarification of Queries Dy.Ch.E.(Rds) Planning BMC, 5th Floor BMC Pant Nagar garage building, Behind Ghatkopar Bus depot, pant Nagar, Ghatkopar (East), Mumbai 400 075

. E-mail: dyches.rdplg@mcgm.gov.in,

D. Submission and Opening of Bids

- Last date (deadline) for receipt proposals in response to Bid Document notice Place, Time and Date of opening of Bids received in response to the Bid Document notice Place, Time and Date of opening of proposal.
- Technical proposals received in response to the Bid Document notice Place, Time and Date of opening of financial proposals received in response to the Bid Document notice.
- Financial proposals received in response to the Bid Document notice

E. Evaluation of Bids and Awarding of Contract

Signing of Contract Agreement with BMC within 30 days after issuance of LOA/LoI

4.2 Purpose of Bid Document

The purpose of this Bid Document is to appoint a maintenance and support provider for modules of Pothole tracking system for the period of 5 months who will be responsible for providing on field support, maintenance and enhancement of existing modules and customization of new modules. This document provides information to enable the bidders to understand the broad requirements to submit their "Bids". The detailed scope of work is provided in Section 5 of this Bid Document.

4.3 Cost of Bid Document

The Cost of Tender document is Rs. 6600 + 1188 (CGST @ 9%+SGST @ 9%), to be submitted online.

4.4 Bidder Registration and Instructions

- ❖ Bidders shall get themselves registered as BMC's vendor by paying necessary fees to BMC by following due Procedure.
- ❖ Bidders are advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications. The response to this Bid Document should be full and complete in all respects. Failure to furnish all information required by the Bid Documents or submission of a proposal not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of its Proposal.
- ❖ for detailed instructions, please also read the document on the hyperlink – [Instruction to Vendors](#)

4.5 Proposal Preparation Cost

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

the property of the department and may be returned at its sole discretion.

4.6 Bid Cover Letters

- ❖ Each Bidder shall upload a completed Bid Covering Letter in accordance with the format specified in Annexure I and Annexure III of this bid document, one each for the Pre- Qualification folder, including its attachment, and for the Commercial bid.

4.7 Power of Attorney

- ❖ Each Bidder shall upload a scanned and digitally signed copy of power of attorney duly notarized, indicating that the person(s) signing the bid has(ve) the authority to sign the Bid and thus that the bid is binding upon the Bidder during the full period of its validity.

4.8 Pre-Bid Meeting

- ❖ BMC will host a Pre-Bid Meeting for queries (if any) raised by the prospective bidders. The date, time and place of the meeting are given in Section 4.1 of this document. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information, necessary for them to submit their bid.
- ❖ All enquiries from the bidders relating to this Bid Document must be submitted to the designated contact person as mentioned in the Bid Data Sheet below. The queries should necessarily be submitted in the following format as a Word Document:
- ❖ Authorization letter in the name of the person attending pre-bid meeting needs to be submitted on the letterhead of the Bidder during the pre-bid meeting in the format specified in Annexure VII.
- ❖ Queries submitted post the deadline mentioned in the Bid Data Sheet or which do not adhere to the above mentioned format will not be responded to. All the responses to the queries (clarifications/corrigendum) shall be made available on the BMC website. (<http://www.mcgm.gov.in/irj/portal/anonymous/qletenders>)

4.9 Amendment of Bid Document

At any time prior to the deadline for submission of bids, BMC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment. All the amendments made in the document would be informed to all the participating bidders through e-mail.

The bidders are advised to visit the website (as stated in section 4.8 of this document) on regular basis for checking necessary updates. The Department also reserves the rights to amend the dates mentioned in this Bid Document for bid process. It will be assumed that the amendments have been taken into account by the Bidder in its bid.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Department may, at its discretion, extend the last date for the receipt of Bids.

4.10 Rights to Terminate the Process

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

4.11 Site Visit

- ❖ The bidders may visit the site and obtain additional information at their own cost and responsibility. However, a prior appointment needs to be fixed by the bidder for the same.
- ❖ The Bidder and any of its personnel or agents will be granted permission by BMC to enter upon its premises and lands for the purpose of inspection, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify BMC and its advisors, personnel, consultants and agents from and against all liability in respect thereof, and will be solely responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

4.12 Language of Bids

- ❖ The Bids prepared by the Bidder and all correspondence and documents relating to the bids shared by the Bidder with BMC, shall be written in English language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
- ❖ If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.

4.13 Bid Submission Format

- ❖ The entire proposal shall be strictly as per the format specified in this Bid Document. Bids with deviation from this format shall be rejected. Details of the format can be found in Annexure of this document

4.14 Documents Comprising of Bids

- ❖ The following table is provided as the guideline for submitting various important documents along with the bid.
Type of Packet Documents to be submitted

01 Pre-Qualification & Financial Bid

- ✓ Bid Covering Letter Folder (Packet A & B)
- ✓ Board Resolution authorizing the Bidder to sign/ execute the proposal as a binding document and also execute all relevant agreements forming part of Bid Document Or Power of Attorney executed by the Bidder in favor of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this Tender
- ✓ Particulars of the Bidders (in the formats given subsequently)
- ✓ Copy of Certificate of Incorporation
- ✓ Solvency Certificate of minimum Rs. 3,00,000 /- that has been issued not more than 6 months prior to date of submission of tender
- ✓ Copy of Audited Balance Sheet as of 31/03/2024, if not available then letter of undertaking to submit the same
- ✓ Copy of the Audited Profit & Loss Statements for each of the last 3 financial years (2021- 22, 2022-23, 2023-24), if not available then letter of undertaking to submit the same
- ✓ Certificate from HR head of bidder confirming 25 technical resources with at least 10 employees with 2 years of experience in software implementation/maintenance/support projects
- ✓ Work order from the client& Work Completion Certificate for at least three projects in implementation /maintenance/support in India over the last three financial years (i.e. 2021- 22, 2022-23, 2023-24
- ✓ Copy of valid CMMi Level 3 (or above) Certification and/or copy of valid ISO 9001:2008 Certification (or above)
- ✓ Declaration letter that the firm is not blacklisted by Central Government or any State Government organization / department in India/ BMC at the time of submission of the Bid, in the format given in the Bid Document
- ✓ Copy of valid PAN Card of the bidder and not of any individual
- ✓ Copy of EPF registration certificates
- ✓ Copy of ESIC registration certificates
- ✓ Copy of the Service Tax registration certificate

- ✓ Proof of branch office within MMR region
- ✓ Undertaking on Rs.500/- stamp paper stating therein that the information submitted in Packet 'A' & 'B' is true & correct shall be uploaded in Packet 'A'.
- ✓ Technical Proposal in the format specified in Section 7.1
- ✓ Supporting documents as required
- ✓ Commercial Proposal Cover Letter
- ✓ "Safe to host" certificate from a CERT-In empaneled agency

02 Commercial Proposal

- ✓ Commercial Bid Folder (Packet B)
 - ❖ Bidders shall furnish the required information on their Pre-Qualification and financial proposals in enclosed formats only. Any deviations in format may make the tender liable for. Disclosure of Commercial information of the bid in Pre-Qualification or Technical Envelope shall be sufficient grounds for rejection of the bid.
- rejection. Disclosure of Commercial information of the bid in Pre-Qualification or Technical Envelope shall be sufficient grounds for rejection of the bid.

4.15 Earnest Money Deposit (EMD) and Refund

- ❖ Bidders shall submit, along with their Bids, EMD of **Rs. 25,000 /-** online.
- ❖ Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 30 days after Signing of the Contract with the Selected Vendors.
- ❖ The EMD may be forfeited:
 - i. If a Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any; or
 - ii. In the case of successful bidders, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the Bid Document
 - iii. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - iv. During the bid process, if any information is found wrong / manipulated / hidden in the bid.
- ❖ The decision of BMC regarding forfeiture of the EMD and rejection of bid shall be final & shall not be called upon question under any circumstances.

4.16 Solvency Certificate

- ❖ A valid Bank Solvency Certificate of minimum **Rs. 3,00,000 /- (Rs. Three Lakh only)** that has been issued not more than six months prior to the date of submission of tender needs to submit in the Pre-Qualification folder (Packet 'A').

4.17 Submissions of Bids

- Complete bidding process will be online (e-tendering) in three packet system. All the notification & details terms and conditions regarding, this tender notice hereafter will be published online on web site <http://www.mcgm.gov.in/irj/portal/anonymous/qletenders>.
- Bidding documents can be seen, downloaded and submitted in electronic format on the website. The deadline for submission of bid is specified in section 4.1 of this document.
- Technical bids will be opened online. The Details pertaining to time, date and place can be found in section of this document.
- Bidder should submit information & scanned copies in PDF format in Pre-Qualification Envelope as mentioned in the Bid Document.

- Bidder should submit original documents along with scanned copies in PDF for verification at any stage as called by BMC.
Time and date of opening of financial bids will be informed by email to technically qualified bidders.
- An authorized representative of the bidder should have valid class II / III Digital Signature Certificate (DSC) obtained from any Certifying Authority. The authorized representative of the Bidders shall digitally sign all pages of the original Technical Proposal and Commercial Bid. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- On opening the Pre-Qualification folder, if it is found that the Bidder has failed to submit relevant documents, then his bid may be rejected outright and no further correspondence with the bidder calling for any document shall be made. However, if any clarification is needed in respect of documents submitted by the bidder, BMC may call for such clarification from the respective bidder who shall submit the same within 3 days from receipt of such a requisition from the BMC.
- If the bidder fails to reply to such a reference within the stipulated period 5% of the EMD paid by the bidder will be deducted and forfeited and his bid may be treated as non-responsive.
- On opening the Technical bid folder, if it is found that the Bidder has not submitted required documents then the Bidder shall be intimated to comply with the said documents within the stipulated time (maximum 3 working days) from receipt of such a requisition from the BMC failing which 10% of the EMD paid by the Bidder shall be forfeited.
- BMC reserves the right to accept or reject any or all the tenders without assigning any reason. Moreover, if no intimation is provided by BMC then the documents submitted cannot be deemed as accepted.
- The tenderer will mandatorily upload bid online in three packets i.e. e-Packet 'A', e- Packet 'B' and e-Packet 'C' (i.e. bid submission) as specified in e-tender.

4.18 Modification or Withdrawal of Bids

- ❖ The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by BMC prior to the deadline prescribed for bid submission. In case, the bidder uploads multiple options of specifications for the products, option with higher / better specifications shall be treated as final offer by the bidder for the rate quoted by the bidder in the commercial bid.
- ❖ The Bidder's modifications shall be prepared, digitally signed, marked, and then uploaded as per the process specified above.
- ❖ A Bidder wishing to withdraw its bid shall notify BMC by e-mail one day prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by electronic means such as e-mail, but it must be followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids. The notice of withdrawal shall
 - (a) be addressed to BMC at the address named in the Bid Data Sheet, and
 - (b) bear the Contract/Project name, the <Title> and < Tender No.>, and the words "Bid Withdrawal Notice." Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.
- ❖ No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the BDS. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's bid security/EMD.

4.19 Evaluation Process

- ❖ The Bidder must possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by BMC, for the entire period of the contract. The Bidder's Bid must be complete in all respects, conform to all the requirements, terms and conditions and specifications as stipulated in the Bid Document.
- ❖ The evaluation process of the Bid Document proposed to be adopted by BMC is indicated under this clause. The purpose of this clause is only to provide the Bidder an idea of the evaluation process that BMC may adopt.

However, BMC reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder of any such change.

- ❖ BMC shall appoint a Bidder's Evaluation Committee (BEC) to scrutinize and evaluate the technical and commercial bids received. The BEC will examine the Bids to determine whether they are complete, responsive and whether the Bid format conforms to the Bid Document requirements. BMC may waive any informality or nonconformity in a Bid which does not constitute a material deviation according to BMC.
- ❖ There should be no mention of bid prices in any part of the Bid other than the Commercial Bids

4.20 Opening of Bid

- ❖ All the Bids received within the deadline shall be opened at the date, place and time mentioned in Section of this tender document.
- ❖ The Bidders' representatives who are present shall be requested to sign the attendance sheet.
- ❖ Authorisation letter in the name of the person attending bid opening meeting needs to be submitted on the letterhead of the Bidder during bid opening in the format specified in Annexure.
- ❖ Once bids are opened each bid will be checked for pre-qualification criteria

4.21 Evaluation of Technical Bids

- ❖ Consortium and Sub-contracting are not allowed.
- ❖ The Technical Bids of only those Bidders, who qualify in the Pre-Qualification stage, shall be considered and will be evaluated as per the evaluation criteria in this clause..
- ❖ The bidder who will qualify the pre-qualification criteria only those bidder's financial bids will be opened.

4.22 Period of Validity of Bids

- ❖ Bids shall remain valid for the period specified in the Bid Data Sheet after the bid submission deadline date prescribed by BMC. A bid valid for a shorter period shall be rejected by BMC as non responsive.
- ❖ In exceptional circumstances, prior to the expiration of the bid validity period, 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 EMD. A Bidder granting the request shall not be required or permitted to modify its bid.
- ❖ No interest will be paid by BMC on amount of EMD

4.23 Clarification of Bids

- ❖ To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, BMC may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by BMC shall not be considered, and BMC's request for clarification and the response shall be in writing. If the Bid includes a financial proposal, no change in the prices or substance of the bid shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by BMC in the evaluation of the Bids.
- ❖ If a Bidder does not provide clarifications of its bid by the date and time set in BMC's request for clarification, its bid shall be rejected.

4.24 Non-Material Non-Conformities

- ❖ Provided that a bid is substantially responsive, BMC may waive any non-conformity in the bid that does not constitute a material deviation, reservation or omission.
- ❖ BMC may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities 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.
- ❖ BMC may rectify non-material non-conformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non conforming item or component.

4.25 Opening of Commercial Bid

- ❖ The Commercial bids shall not be opened by BMC until the evaluation of the Technical Proposals has been completed.
- ❖ After the technical evaluation is completed and BMC has issued its no objection (if

applicable), BMC shall inform the Bidders who have submitted proposals and cleared the technical evaluation, and shall notify those Bidders whose Proposals did not pass technical evaluation or were considered non responsive to the Bid Document and scope of work, that their Financial Proposals will not be opened.

- ❖ BMC shall simultaneously notify in writing Bidders that have cleared the technical evaluation, the date, time and location for opening the Financial Proposals. The opening date would allow Bidders sufficient time to make arrangements for attending the opening. Bidders' attendance at the opening of Financial Proposals is optional.
- ❖ Financial Proposals shall be opened publicly in the presence of the Technically Qualified Bidders' representatives who choose to attend. The name of the Technically Qualified Bidders shall be read aloud.
- ❖ BMC shall prepare a record of the bid opening that shall include, at a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, and the presence or absence of a bid security. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders.
- ❖ Authorisation letter in the name of the person attending bid opening meeting needs to be submitted on the letterhead of the Bidder during bid opening in the format specified in Annexure VII.
- ❖ If a Financial Proposal is seriously unbalanced or front loaded in the opinion of BMC, BMC may require the Bidder to produce detailed analyses for any or all items of the Technical and Commercial Proposals, to demonstrate the internal consistency of those prices with the methodologies and staffing proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated contract payments, BMC may require that the amount of the Performance Bank Guarantee be increased at the expense of the Bidder to a level sufficient to protect BMC against financial loss in the event of default of the successful Bidder under the Contract.
- ❖ The Commercial Bids will be evaluated by BMC for completeness and accuracy. Arithmetical errors will be rectified on the following basis –
 - ❖ If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
 - ❖ If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - ❖ If there is a discrepancy between words and figures, the amount in words will prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the points above.
 - ❖ The amount stated in the proposal form, adjusted in accordance with the above mentioned procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.
 - ❖ If the bidder does not accept the correction of errors, its bid will be rejected and the bid security may be forfeited.
 - ❖ Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost.
 - ❖ If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
 - ❖ If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - ❖ If there is a discrepancy between words and figures, the amount in words will prevail unless the amount expressed in words is related to an arithmetic error, in which case the

amount in figures shall prevail subject to the points above.

- ❖ The amount stated in the proposal form, adjusted in accordance with the above mentioned procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.
- ❖ If the bidder does not accept the correction of errors, its bid will be rejected and the bid security may be forfeited.
- ❖ Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost.

4.26 Selection Method

BMC will award the Contract to the technically qualified bidder on the basis of submitted L1 rate in the commercial packet opening. No additional cost in any form will be entertained by BMC during the contract period.

BMC would communicate the Commercial Ranking of all qualified bidders after considering the L1 rate evaluation. BMC would issue independent communicate regarding the result to the qualified bidders.

Commercial Bid L1 will be selected for contract.

Firms Participation Criteria

- This bidding is open only to Bidders qualified as detailed in section 3 (Pre- Qualification Criteria) of this document. Bidders shall provide evidence, as BMC shall reasonably request, of their eligibility in accordance with qualification details as mentioned in the section.
- Bidders shall notify BMC immediately, in writing, of any change in the structure, formation, personnel or qualifications reflected in the Bidder's qualification criteria / eligibility, that could affect their Eligibility. Failure to notify BMC of such changes in a timely manner could result in the Bidder's disqualification.
- A Bidder must be a legal entity who can sue and can be sued in the court of law in Mumbai, India.
- A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- They have at least one controlling partner in common connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each other such as husband, wife, father/mother and minor son/daughter and brother/sister and minor brother/sister; or
- a. They receive or have received any direct or indirect subsidy from any of them; or
- b. They have the same legal representative for purposes of this bid; or
- c. They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- d. A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in

which the party is involved; or

- e. A Bidder participated as a consultant in the preparation of the design or technical specifications of any works related to the services that are the subject of the bid;
- f. A Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by BMC as BMC's Representative for the Contract.
- g. A Bidder who is presently engaged with BMC as consultant for Information Technology works

- ❖ If it is found that firms have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.
- ❖ If it is found that close relatives (as described above) have uploaded separate tenders/quotations under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/ firms, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such tenders shall be liable for action.
- ❖ If after awarding the contract it is found that the accepted tender violated any of the directions pertaining to participation as stated above, the contract shall be liable for cancellation at any time during its validity in addition to penal action against the contractors as well as related firm/establishment.
- ❖ A firm subject to a declaration of ineligibility pursuant to fraudulent and corrupt practices as detailed in section 4.30 of this document shall be ineligible to be awarded a BMC-financed contract during the debarment period.
- ❖ Government-owned entities in India shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law. Also, they shall not be dependent agencies of BMC.
- ❖ Firms shall be excluded if:
 - a) as a matter of law or official regulation, India prohibits commercial relations with that country. b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods or contracting of Works or services from that country or any payments to persons or entities in that country.

4.27 Rights to Accept/Reject any or all Proposals

- ❖ BMC reserves the right to accept or reject any proposal, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or bidders of the grounds for BMC's action.

4.28 Notifications of Award and Signing of Contract

- ❖ Prior to the expiration of the period of proposal validity, the bidders will be notified in writing or by fax or email that their proposal has been accepted.
 - ❖ The notification of award will constitute the formation of the Contract. Upon the Bidder's executing the contract with BMC, it will promptly notify each unsuccessful bidder and return their EMDs

At the time BMC notifies the successful Bidders that their bid has been accepted, BMC will send the Bidders the Proforma for Contract, incorporating all clauses/agreements between

the parties. Within 45 days of receipt of the letter of intent, the successful Bidders shall sign and date the Contract and return it to BMC. Draft Format of the contract is given in the Annexure

4.29 Performance Bank Guarantee

- ❖ The Vendor shall at his own expense, deposit with department, within seven (7) working days of the notification of award of the contract or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a list of approved banks (specified in Annexure V) as per the format given in this Bid Document, payable on demand, for the due performance and fulfilment of the contract by the bidder.
- ❖ This Performance Bank Guarantee will be for an amount equivalent to 10% of annual contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
- ❖ Details on validity of the performance bank guarantee are specified under section 4.1 of this document. The Performance Bank Guarantee letter format can be found in the Annexure section of this document.
- ❖ The Performance Bank Guarantee may be discharged/ returned by department upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- ❖ In the event of the Bidder being unable to service the contract for whatever reason, department would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to department as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. BMC shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- ❖ Department shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

4.30 Failure to agree with the Terms & Conditions of the Bid Document/ Contract

- ❖ Failure of the Vendor to agree with the Terms & Conditions of the Bid Document/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder.
- ❖ In case, if any certificates produced by the bidder during bid submission are not genuine or after placing the work order to the selected bidder, it is revealed that bidder does not possess the required resources as mentioned in pre qualification criteria or technical evaluation then suitable action/ penalty such as forfeiture of EMD/ Security Deposit / Performance Bank Guarantee.

4.31 Terms and Conditions of the Tender

- ❖ Bidder is required to refer to the draft Contract Agreement, attached as Annexure in this Bid Document, for all the terms and conditions (including project timelines) to be adhered by the successful bidder during contract period. Please note that one needs to read the Contract Agreement as a whole document; and the Annexure mentioned there-in may not correspond to the Bid Document Annexure. Please refer to the Interpretation Section of the Agreement (Section 2 of draft agreement) for reference of the Annexure

4.32 Legal & Stationery Charges

- ❖ Successful tenderer shall pay the Legal Charges +Stationary charges as per the rates specified in the prevailing circular no.26206 dtd 31.08.2023 of legal department

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

4.33 Stamp Duty

- ❖ The stamp duty payable for the contract shall be borne by the Service Provider IN WITNESS whereof the parties hereto have signed this on the day, month and year written as part of the agreement.
- ❖ As per the provision made in Article 63, Schedule I of Maharashtra Stamp Act 2015, stamp duty is payable for “works contract” that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under:

| Contract Value | Stamp Duty |
|--|---|
| 1. Where the amount or value set forth in such contract does not exceed rupees ten lakh. | Five Hundred rupees stamp duty |
| 2. Where it exceeds rupees ten lakhs maximum | Five hundred rupees plus 0.1% of the amount above rupees ten lakh subject to the maximum of rupees twenty-five lakh stamp duty. |

- ❖ The successful bidder shall enter into a contract agreement with BMC within 45days from the date of issue of letter of intent and the same should be adjudicated for payment of Stamp Duty by the successful bidder.
- ❖ Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai City & Mumbai Suburban District be recovered from the concerned work contractors and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favour of “Superintendent of Stamp, Mumbai” within 15 days from intimation thereof.
- ❖ All legal charges and incidental expenses in this respect shall be borne and paid by the successful bidder.

5 Scope of Work

5.1 Services

The overall scope of work can be broadly categorized into the following areas:

1. Primary Support: Decentralized Support as per BMC wards
2. Maintenance Support
 - a. Change Request Support (Application support)
 - b. Maintenance Support (Application support)

5.1.1 Primary Support: Decentralized Support

The service provider will have to provide decentralized support in terms of resource deployed at various BMC locations. To begin with 8 primary support personnel will be deployed at various ward offices of BMC across to the city of Mumbai.

The services to be provided by the decentralized field support are:

1. Hand-holding the users for day-to-day operations performed through pothole tracking
2. Providing users support for transactions performed through the pothole tracking.
3. Coordinating with the maintenance support team in case the issue requires additional or specialized support
4. Supporting all pothole tracking field offices of BMC
5. Reporting of various issues, difficulties faced by end users of pothole tracking and in the field to Roads Department and customization / maintenance service personnel of the contractor
6. Suggesting enhancements in functioning of the modules of the aforementioned system
7. Call Routing to respective expert of a module of the pothole tracking and resolution of the complaint by the expert either through telephone / mobile or email or by taking control of remote desktop of the user and carrying out the complaint redressal which the user will be able to watch while being resolved by the help desk person.
8. Incident Management as per ITIL / ISO 20000 processes
9. Service Provider shall keep data center management team of BMC for and Pothole and system informed about the progress by contacting the BMC administration / management at regular intervals. Problems shall be classified into various levels of priority mentioned in the SLA.
10. Any other field support service not listed above but required for smooth functioning of implemented module of for and Pothole Tracking
11. Secondary Support: Change Requests
12. The service provider is expected to deploy a secondary support team, which is responsible for enhancing and modifying the existing Potholes tracking system and the implementation based on the needs of the user department.

The secondary support team will help in below;

1. Change request due to changes in business process (Performing end to end processes to support change request which include requirements gathering, requirements documentation, design, development, configuration, testing, facilitating user acceptance testing, training and deployment)
2. Change request for enhancement in Pothole tracking application (Performing end to end processes to support change request which include requirements gathering, requirements documentation, design, development, configuration, testing, facilitating user acceptance testing, training and deployment)
3. Preparation and Updating of versions of Business Blue Prints of all modules of the Pothole tracking and implemented / to be implemented at BMC
4. Creating integration touch points with various BMC or external applications as required by BMC 8 Any other customization / maintenance service not listed above but required for smooth functioning of implemented module of Pothole tracking

5. Any other reporting / documentation services not listed above but required for smooth functioning of and Pothole tracking as directed by BMC

5.1.2 Maintenance

The service provider is expected to deploy a secondary support team, which is responsible for day to day maintenance of the existing Pothole tracking implementation based on the needs of the user department.

1. Bug Fixing
2. Updating application for patches released by OEM responsible for technology stack
3. Version upgradation as deemed necessary by BMC
4. Performing application tuning and maintenance in order to improve user experience
5. To modify merging / connecting said pot hole tracking system software to “My BMC” (official website and App of BMC).

5.1.3 Training

- ❖ Training will be classroom-based at the designated location/office of BMC.
- ❖ There would be three training sessions in a four month for all the road engineers, with around 30 users per batch. If new staff is recruited during the tenure of the contract, then a separate training session to be conducted for the newly recruited staff as well.
- ❖ Training manual can be in the form of a hard copy or a CD, but either of it should be provided.

5.1.4 Application Management Methodology

The service provider will have to deploy an application management methodology for smooth operations of the Pothole tracking System at BMC. Such a methodology would include:

- ❖ Support Services
- ❖ Support Service Phases
- ❖ Templates and Tools
- ❖ Periodic Reporting & Escalations
- ❖ Pothole tracking Environments

5.1.5 Support Services

The service provider will provide the following services as part of the service delivery to the Client

Level 1 (User support)

User Query Resolution through decentralized support. The services will have to be provided as per the service level agreements specified in section 9.5. Such activities will be completed by primary support resources.

Level 2 (Application problems resolution)

The Troubleshooting and resolution of the problems related to the modules of the Pothole tracking systems implemented at BMC. Such instances would include:

- ❖ Application (major feature) severely disturbed
- ❖ Application (major feature) frequently interrupted
- ❖ Severe server/business process performance degradation
- ❖ MIS reports output/Statutory reporting not possible or faulty reporting

Level 2 support can have calls with severity 1 – 3 (severity 1 being the most urgent, as per the severity

definition in section 6). The services will have to be provided as per the service level agreements specified in section. Such activities will be completed by resources from the secondary support time and must be completed in the time earmarked for maintenance of the Potholes tracking support system. The service provider will have to record the time required completing all such level 2 support activities.

Level 3 (Enhancements, new functionality, change request and design changes)

Level 3 support is related to the technical/functional enhancements/design changes of the existing functions of the Potholes and tracking software's and can be subcategorized as follows:

- Potholes tracking source codes – Changing modifying existing developments/designs as part of enhancements
 - New Requirement/changes within the original scope – designing, coding, code review, unit testing · Database software – Release management, creating new authorization matrix for the new development
 - Helping Client in identifying and removing any conflicting authorization roles & profiles for the above systems
 - Functional – Providing the modified/new functional specifications, Development query resolutions, Unit testing
- Level 3 support will be on demand basis and will require a prior notification and approval from both ends before commencement of the activities. Level 3 support will be based on the approved estimated effort and will be governed by the SLAs applicable for change requests. Such activities will be completed by resources from the secondary support time and must be completed in the time earmarked for change management of the Pothole tracking system. The service provider will have to record the time required completing all such level 3 support activities.

Level 4 (Periodic activities)

Level 4 support service is related to scheduled functional/system activities and can be subcategorized as follows:

Data reconciliation activities

Execution of any scheduled and system activities required for smooth operation of Pothole tracking and system. Such activities will be completed by resources from the secondary support time and must be completed in the time earmarked for maintenance of the d Pothole tracking support system. The service provider will have to record the time required completing all such level 4 support activities.

5.1.6 Templates and Tools

The service provider may use its own support templates related to various Support activities (Issue/Time logging, Business Change Request, Technical Change Request, Periodic Service Requests, Incident Management, Testing, Knowledge Transfer Status Sheet, Effort estimation guideline and matrix, Development standards, Test guidelines, Reusable knowledge repository, Functional specification, Technical specification, Code review checklist, Development issue log etc.) to provide support to client with prior approval of BMC.

5.1.7 Pothole Environments

Development Environment

The service provider will be responsible for managing and maintaining the Pothole tracking development environment at BMC. Complete ownership of the development environment will reside with the service provider. This environment will be used to address maintenance requests, change requests and any new module implementation requests within the original scope by BMC.

Testing Environment

The service provider will be responsible for managing and maintaining the Pothole tracking testing environment at BMC. Complete ownership of the testing environment will reside with the service provider. This environment will be used to test maintenance requests, change requests and any new module implementation requests within the original scope by BMC.

Staging Environment

The service provider will be responsible for managing and maintaining the Pothole tracking staging environment at BMC. Complete ownership of the staging environment will reside with the service provider. This environment will be used to test scenarios from production in case of any issues in production environment. Such a staging environment does not currently exist at BMC. However, during the duration of the contract BMC plans to create the staging environment and subsequently the service provider will be responsible for the staging environment.

Production Environment

As the staging environment does not exist currently, the support on production environment will be responsibility of the service provider. The production environment will be hosted at BMC data center. The ownership of the production environment will be determined as deemed necessary by BMC.

5.1.8 Incident Management

It deals with service issues, and with all other service and user requests recorded by a support personnel. It also monitors the completion of requests by the service desk or by all other service units. Finally, Incident Management has the task of informing the service requester on the status of a service request. The bidder must follow ITIL/ ISO 20000 incident management process for duration of the contract.

1. Every incident and all required data is recorded.
2. Every incident runs through a set of standardized activities and procedures, in order to ensure effective and efficient processing.
3. Every incident is categorized and prioritized regarding its (potential) impact and urgency, in order to schedule its resolution in a business-oriented way.
4. Functional and hierarchical escalation procedures are in place in order to ensure that each incident is investigated by qualified members of staff, either by internal or external experts.

5.1.9 Change Management

A well-defined and controlled process leads to the effective handling of these changes. Change Management is triggered every time a request for change is received from stakeholders who make such requests. Each requested change is classified by determining its priority and impact, and afterwards the responsible change authority decides on the approval or dismissal of the change. Change Management coordinates the incidental tasks in the context of change building, testing and release. For this purpose, close collaboration between Change Management and Project, as well as Release Management, is critical for the success of this process. The bidder must follow ITIL/ ISO 20000 change management process for duration of the contract.

1. Every change and all required data is recorded.
2. Every change runs through a set of standardized activities and procedures in order to ensure effective and efficient processing.
3. Every change with a risk to normal service operation is carefully assessed and sufficiently tested to avoid service disruption or degradation of service quality, in particular in terms of SLA deviations.
4. Every implemented change is documented and reviewed.
5. Every change request's effort estimates would have to be approved by BMC

5.1.10 Service Request Management

The duty of providing information to the user is part of the Service Request Management controls. The service request will be processed by the application support team. The Service Desk is basically responsible for the Acceptance, Classification and also handling of request. The bidder must follow ITIL/ ISO 20000 service request management process for duration of the contract.

5.1.11 Problem Management

The objective of Problem Management is to remedy incidents permanently. This objective is achieved by reactive and preventive actions:

Reactive Problem Management analyses the issued reasons for incidents and develops proposals on avoiding of those reasons.

Preventive Problem Management supports the prevention of incidents before they occur and before they can become a major incident. This is achieved by analyzing IT services for their weak points and providing proposals to remove those weaknesses.

Moreover, Problem Management: Will locate, record, track and solve structural defects, Develop a "Knowledge Database", Submits a Request for Change (RFC) to improve the IT infrastructure

The purpose of Problem Management is to establish standardized procedures which will analyse IT-services on their possible weaknesses in their delivery of defined SLAs and analyse incidents that might develop into major issues for the defined IT-services.

Problem Management contributes to an integrated Service Management approach by achieving the following goals: locating the root causes of problems, and consequently preventing incidents. The bidder must follow ITIL/ ISO 20000 problem management process for duration of the contract.

5.1.12 Release Management

Release Management aims to provide new or to update services and change requests defined Change Management for the production environment. It also aims to assure their integrity and functionality as defined by the Service Description. Release Management is only triggered by the Change Management Process. The bidder must follow ITIL/ ISO 20000 release management process for duration of the contract.

5.1.13 Penalty Clause

| Service Category | Definition | Data Capture | Measurement Interval | Reporting Interval | Hours of Support | Target Service Level | Minimum Service Level | Service Level Dependency | Penalty |
|-----------------------------|---|---|----------------------|--------------------|------------------|----------------------|-----------------------|---|------------------------------------|
| System Uptime & Performance | Time for which users is able to access the applications, website and other components of the IT solution during the working | No. of recorded hours on server logs of uninterrupted usage of the system by users during working hours | Weekly | Weekly | 24 x7 | 99.90 % | 99 % | Power Backup, Upgrades, System restores | INR 7,500 per week or part thereof |

| | | | | | | | | | |
|--|--------|--|--|--|--|--|--|--|--|
| | hours. | | | | | | | | |
|--|--------|--|--|--|--|--|--|--|--|

5.1.14 Resource Requirements

All contractor resources will be stationed at BMC premises (Onshore operation facilities).

Field Support Operation Facilities: BMC shall provide seating arrangement / office facilities for the domain / functional, field support experts / consultants / developers of the contractor that are required to interact with BMC staff on daily basis for implementation / customization and support of Potholes tracking system including table / chair, power supply and network connectivity, desktop PCs required for providing services to BMC. The above facilities shall be provided by BMC only for the quantities / number of manpower resources mentioned in the Bid Price Form.

The total resource requirements are as given in the below table.

The table below gives the minimum skill set of the resources to be deployed for the duration of the contract. The selected bidder must ensure that in event of release of resource from the project, at the request of BMC or at the request of the selected bidder, or in case of additional resources to be deployed, a replacement or additional resource will be made available such that minimum qualification criteria as mentioned in table below is met

| Sr. No | Manpower Category Minimum Qualification / | Responsibilities |
|--------|---|--|
| 1. | Project Manager: On Call basis Education: BCA, BSC (IT/ CS), BE(IT/ CS), Total Experience: 7Years or above MCA, MSc. (IT/CS) Relevant Experience: 3 Years or above | Project Manager (On Call) Establishes, monitors, and reviews all project deliverables Plans and manages the project team's activities from contract initiation to completion Evaluates risks and recommends contingency plans Manages quality assurance and ensures compliance with policies and procedures Meets and communicates project milestones to BMC on timely basis Establishes appropriate metrics for measuring key project criteria Maintains awareness on emerging technologies from the real-time monitoring and |

| | | |
|---|---|--|
| | | <p>tracking systems perspective and applies the same to the project</p> <p>Onsite contact for all escalations</p> <p>Responsible for monthly reviews</p> <p>Provides management summary reports and Supports Root Cause Analysis with Technical Specialist</p> |
| 2 | <p>Database (Backend)</p> <p>Education: BCA, BSC(IT/ CS), BE(IT/ CS),</p> <p>Total Experience: 3 Years or above Administrator</p> <p>MCA, MSc.(IT/CS)</p> <p>Relevant Experience: 3 Years or above</p> | <p>Manages database Licenses and ensure compliance with the Pothole tracking applications and application</p> <p>Contributes to hardware and software evaluations and recommendations Plans growth and changes (capacity planning), Hardware sizing and Network Planning Defines and formulates disaster recovery plans, procedures and test scenarios and participates in regular DR rehearsals</p> <p>Installs and configures Pothole tracking software and other related products and upgrades /patches Manages the Pothole tracking applications Login Credentials i.e. User administration (setup and maintaining account, Setup security policies for users) Manages and support various environments - Windows environment and other related environments Participates in the administration of the server Evaluates, tests and Updates system as soon as new version of OS and/or application software is released (after obtaining a formal approval from BMC) Assists in developing, implementing, testing and maintaining backup and disaster recovery policies and procedures</p> <p>Carries out backups and recoveries regularly and as and when required</p> <p>Provides suggestions and implements software-related measures for maximizing uptime Supports development team whenever required</p> <p>Monitors system performance to ensure high availability of the system Ensures pothole tracking application / user security and authorization management, change correction management etc</p> |
| 3 | <p>Application Support (Backend)</p> <p>Education: BCA, BSC (IT/ CS), BE (IT/ CS),</p> <p>Total Experience: 3 Years or above</p> <p>Consultant</p> | <p>Analyses Functional Specifications and get clarifications from Business owners support Consultants</p> |

| | | |
|---|--|---|
| | <p>MCA, MSc. (IT/CS) Relevant Experience: 3 Years or above of real- time monitoring and tracking systems experience</p> | <p>Creates technical specifications Fine-tunes and modifies of the custom programs Performs Pre-Delivery Reviews and Final Testing Prepares Unit Test Plans, coordinating with middleware and Legacy developers during process chain testing, if applicable Supports Unit Testing & Business Acceptance testing</p> |
| 4 | <p>Primary Support Staff (Field Staff) Education: BCA, BSC (IT/ CS), BE (IT/ CS), Total Experience: 2 Years or above MCA, MSc. (IT/CS) Relevant Experience: 2 Years or above of relevant experience</p> | <p>Reports of various issues, difficulties faced by users of application and the pothole tracking application in the field to Roads Department/concerned BMC users and act as customization / maintenance service personnel of the contractor</p> |

5.1.15 Reporting Requirements

| Sr.no | Particular | Report Frequency of submission of Report |
|-------|--|--|
| 1. | <p>General Management Services</p> <p>1.a Documentation</p> <p>1.a.1 Report on Preparation and Services Updation of versions of Business Blue Prints of all modules of Pothole tracking and system implemented / to be implemented at BMC</p> <p>1.a.2 Report on Preparation and Updation of versions of User Manuals of all modules of of Pothole and tracking and implemented / to be implemented at BMC</p> <p>1.a.3 Report on Preparation and Updation of versions Training Manuals of all modules of of Pothole tracking and system implemented / to be implemented at BMC</p> <p>1.a.4 Report on Preparation and Updation of versions System Installation / Configuration Manuals of all modules of of Pothole tracking and system including System Landscape etc. implemented / to be implemented at BMC</p> <p>1.a.5 Report of any other reporting services not listed above but required for smooth functioning of of Pothole tracking and system as directed by BMC</p> <p>1.b Vendor Management / Liaison Services</p> | As and when required |
| 2. | <p>Technical Support Services</p> <p>Report on Bug Fixing Monthly or as and when Pothole required tracking System - Module Customization / Maintenance Services</p> <p>2.a.2 Report on Security patches and application</p> <p>2.a.3 Report on Version Upgrade As and when required</p> <p>2.a.4 Report on Change request due to changes in business process</p> <p>2.a.5 Report on Change request for enhancement in of Pothole tracking system mobile and web application</p> <p>2.a.7.1 Report on Support for end users in the field offices of BMC</p> <p>2.a.7.2 Report of various issues, difficulties faced by end users of of Pothole and tracking and in the field to Roads Department and customization / maintenance service personnel of the contractor</p> <p>2.a.7.3 Reports on Helping the end users log issues / trouble ticket on ticketing tool, if any 2.a.7.4 Reports on suggesting enhancements in functioning Pothole tracking modules 2.a.7.5 Report on any other field support service not listed above but required for smooth functioning of implemented module of Pothole tracking system</p> <p>2b</p> <p>2.b.1 Report on Project preparation As and when required Pothole Tracking System</p> | Monthly As and when required |
| | Report and Documentation ofAs and when required Business Blueprint | As and when required |

| | | |
|--|--|--|
| | 2.b.3 Report on Realization 2.b.4 Report on Final preparation 2.b.5 Report on Go live Support 2.b.6 Report on Operational Status of the racking and monitoring systems. 2.b.7 Report on any other field support service not listed above but required for smooth implementation / customization / revamping of Pothole as detailed above | |
|--|--|--|

5.2 Exit Management and Transition Requirements

Listed below are mandatory requirements applicable for service provider (SP):

1. Continuity and performance of the Services at all times including the duration of the Agreement and post expiry of the Agreement is a critical requirement of the BMC. It is the prime responsibility of SP to ensure continuity of service at all times of the Agreement including exit management period and in no way any facility/service shall be affected/degraded. Further, SP is also responsible for all activities required to train and transfer the knowledge to the Replacement Agency (or BMC) to ensure similar continuity and performance of the Services post expiry of the Agreement.
2. At the end of the contract period or upon termination of contract, SP is required to provide necessary handholding and transition support to ensure the continuity and performance of the Services to the complete satisfaction of BMC.
3. SP shall have the responsibility to support and assist the BMC till the Department is able to successfully deploy and access the services of the pothole tracking system from the new environment.
4. SP shall not delete any data at the end of the agreement (for a maximum of 45 days beyond the expiry of the Agreement) without the express approval of the BMC
5. During the exit/transition management process, it is the responsibility of the SP to address and rectify the problems with respect to migration of the Department application and related IT infrastructure including installation/reinstallation of the system software etc.
6. The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with BMC.
7. During the contract period, the SP shall ensure that all the documentation required by the BMC Department for smooth transition including configuration documents are kept up to date and all such documentation, source code etc. is handed over to the department during the exit management process

6 Annexure I: Instructions for Pre-Qualification Bid

6.1 Pre-Qualification Cover Letter

Date: dd/mm/yyyy To

The Chief Engineer (Roads & Traffic), Brihanmumbai Municipal Corporation,
Engineering Hub Bldg., Dr. E. Moses Road, Worli Naka, Worli, Mumbai - 18

Sub: Selection of Agencies for the project "**Invitation of tender for procurement of services to run pothole tracking system in BMC**"

Ref: Tender No: <No> Dated<DD/MM/YYYY> Dear Sir,

Having examined the Bid Document (and the clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Bid Document for the Appointment of Entry Agencies for the project "**Invitation of tender for procurement of services to run pothole tracking system in BMC**".

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

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

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

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

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

Signature of Authorized Signatory (with official seal)

Name : Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

6.2 Format to share Bidder's Particulars

Details (to be filled by the responder to the Bid Document)

1. Name of the company
2. Official address
3. Phone No. and Fax No.
4. Corporate Headquarters Address
5. Phone No. and Fax No.
6. Web Site Address
7. Details of Company's Registration (Please enclose copy of the company registration document)
8. Name of Registration Authority
9. Registration Number and Year of Registration
10. Service Tax Registration No.
11. Permanent Account Number (PAN) of the agency
12. Company's Revenue for last 3 years (Year wise)
13. Company's Profitability for the last 3 years (Year wise)

Please submit the relevant proofs for all the details mentioned above along with your Bid response.

Contact Details of officials (at least two) for future correspondence regarding the bid process:

Details Authorized Signatory Secondary Contact

Name Title

Company Address Phone

Mobile

Fax

E-mail

6.3 Format for Declaration by

the bidder for not being Blacklisted / Debarred
(To be submitted on the Letterhead of the responding firm)

UNDERTAKING CUM IDENTITY BOND

We, (1) Mr. _____, (2) Mr. _____ and (3) Mr. _____
aged (1) _____ yrs. (2) _____ yrs. And (3) _____ yrs
respectively: Proprietor / Partners / Directors / Power of Attorney holds of the firm
_____ having as office at _____
_____ hereby gives an
UNDERTAKING CUM IDENTITY BOND as under.
AND WHEREAS we are registered contractor/s with the Municipal Corporation of Greater
Mumbai and / or (Name of other authority) having registration No. _____ valid up to

AND WHEREAS the Municipal Corporation of Greater Mumbai had published the tender notice for
the work of _____
_____ Ward
And WHEREAS I/we want to participate in the said Tender procedure I/We hereby give an
Undertaking-cum-identity Bond as hereinafter appearing.
I/We hereby agree and undertake that my/our Firm is not under any penal action such as Demotion,
Suspension, Blacklisting, De-registration etc. By any government, semi government and
Government Under-takings etc
I/we hereby further agree and undertake that, at any stage of tendering procedure. If the said
information is found incorrect. It should be lawful for the MCGM to forthwith debar me/us from the
tendering procedure and initiate appropriate penal action.
The undertaking-cum-identity Bond is binding upon us/our heirs, executors administrators and
assigns and/or successor and assigns.

Place _____
Date _____
Holder _____

Proprietor/Partners/Directors/POA
(Seal of Firm/Co.)

Identify by me _____

BEFORE ME

6.4 Format for Statement of Deviation from the Bid Document Requirements

Date: dd/mm/yyyy

To
The Chief Engineer (Roads & Traffic)
Brihanmumbai Municipal Corporation,
Engineering Hub Bldg.,
Dr. E. Moses Road,
Worli Naka, Worli, Mumbai - 18

Sub : Selection of Agency for the Project "***Invitation of tender for procurement of services to run pothole tracking system in BMC***"

Ref: Tender No: <No> Dated<DD/MM/YYYY> Dear Sir,

I would like to herewith state that in the proposal submitted by M/s _____, there are no deviations from the Bid Document Requirements / Terms & Conditions. The entire work shall be performed as per the project requirements.

Yours faithfully,

(Signature of Authorized Signatory) Name :
Designation :

6.5 Performance Bank Guarantee Format

(For a sum of 10% of the annual value of the contract shall be uploaded online) Ref. No. :

Date :

Bank Guarantee No. :

To

Municipal Commissioner Brihanmumbai Municipal Corporation,

Engineering Hub Bldg., Dr. E. Moses Road, Worli Naka, Worli, Mumbai - 18

THIS INDENTURE made this ----- day of -----20---- BETWEEN THE -----

----- BANK incorporated under the English / Indian Companies Acts and carrying on business in Mumbai (hereinafter referred to as 'the bank' which expression shall be deemed to include its successors and assigns) of the first part _____

_____ inhabitants carrying on business at _____

_____ in Mumbai under the style and name of Messers _____

----- (hereinafter referred to as 'the contractors') of the second part Shri-----

-----, THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI (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 BMC (hereinafter referred to as 'the Corporation') of the fourth part WHEREAS the contractors indemnify and keep indemnified the Corporation against any loss or damage that may be caused to or suffered by the Corporation by reason of any breach by the contractors of any of the terms and conditions of the contract that will be entered subsequently (within 15 days) and/or in the performance thereof against Letter of Intent number _____ dated --

-----for the project "**Invitation of tender for procurement of services to run pothole tracking system in BMC**" of ----- department having tender No. <<>tender amount Rs _____ and the terms of such tender / contract require that the contractors shall deposit with the Commissioner as earnest money and/ or the security a sum of Rs.-----

(Rupees _____) AND WHEREAS if and when any such tender is accepted by the Commissioner, the contract to be entered into in furtherance thereof by the contractors will provide that such deposit shall remain with and will be appropriated by the Commissioner towards the Security Deposit to be taken under the contract and be redeemable by the contractors, if they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against them thereunder AND WHEREAS the contractors are constituents of the Bank and in order to facilitate the keeping of the accounts of the contractors, the Bank with the consent and concurrence of the contractors has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractors depositing with the Commissioner the said sum as earnest money and/or the security as aforesaid AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking. NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the contractors (hereby testified) UNDERTAKES WITH the Commissioner to pay to the Commissioner upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole Rs.-----

_____ (Rupees _____)

under the terms of the said tender and/or the contract. The B.G. is valid upto-----

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

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

IN WITNESS WHEREOF WITNESS (1) ____

Name and _____
Address _____

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

the Bank and the said Messrs _____
_____(Name of the bank)

WITNESS (1) _____
Name and _____ Address _____

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

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

7 Annexure II: Instructions and Technical Bid Document Formats

7.1 General Instructions on Preparation of the Technical Proposal

A) Bidder's Competence to execute the project

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

- Financial Capability of the Bidder in required formats and supporting documents
- Experience of Bidder of implementing similar/same applications or in supply of similar/same hardware components
- Experience of Bidder in India in required formats and supporting documents
- Quality of IT and domain experts available with the firm

B) Proposed Team for the Project

As specified in the Technical Bid Evaluation Framework, the department would like to give importance to the right people proposed for the project. Bidder may propose different people for different skill-sets required and different responsibilities (during Project Implementation and Post-Implementation). Following documentation is expected in this section:

- Overall Project Team (for both Project Implementation and Support phases)
- Escalation Chart for the entire Project Duration
- Summary Table giving Qualification, Experiences, Certifications, Relevance
- Detailed CVs in the format attached

C) Technical Solution Proposed for the Project

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

Bill of Material: This document should give details of all the proposed IT and Non-IT components, without specifying the costs. Please note that the bid shall get disqualified if Bidder gives price details in the technical document.

2. Mapping of features as per the FRS or requirements specified in the bid document
3. Describe the proposed Technical Solution in a structured manner. Following should be captured in the same:
 - a. Clear articulation and description of the design and technical solution and various components including details of the application software proposed
 - b. Reasoning for selection of the proposed technology over other options.
 - c. Extent of compliance to technical requirements specified in the scope of work

Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other clients

4. Clearly articulate the Strategy and Approach and Methodology for Installation, Configuration and Implementation of hosted components, data recovery, hosting infrastructure of the project.
5. Approach and Methodology for Management of SLA Requirements specified in the bid. Bidder is required to clearly articulate how the SLA requirements would be adhered to.
6. Detailed Project Plan with timelines, resource allocation, milestones etc. for supply, installation and commissioning of the various project components.

7.2 Format to share Project Details

Name of the Project

General Information

Client for which the project was executed Name of the client contact person(s) Designation of client contact person(s)

Contact details of the client contact person(s)

Project Details

Description of the project Scope of work of the Bidder

Deliverables of the Bidder Technologies used

Current Status of the project

Other Details

Total cost of the project

Total cost of the services provided by the Bidder

Duration of the project (number of months, start date, completion date, current status)

Other Relevant Information Mandatory Supporting Documents:

Work order / Purchase order / Contract for the project

Client Certificate giving present status of the project and view of the quality of services by the Bidder

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

7.3 Details of Manpower Resources Proposed

| | Name of the Resource | Proposed Role | Highest Qualification | Total Experience (in years) | Total Relevant Experience for the proposed position (in years) |
|--|----------------------|---------------|-----------------------|-----------------------------|--|
| | | | | | |
| | | | | | |
| | | | | | |

CV of the Key Manpower proposed to be submitted in the following format:

| | | |
|----|---|--|
| 1. | Name of the Staff | |
| 2. | Current Designation in the Organization | |
| 3. | Proposed Role in the Project | |
| 4. | Proposed | |

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

7.4 Technical Bill of Material and Bill of Quantity (To be provided by the Bidder)

Notes:

1. The IA shall submit the technical proposal including the BoM with 'Make' and 'Model' details excluding the cost.
 2. The Bidders can add additional line items as per their requirements
 3. Bidder should not share any bid price information in the technical bid
- Project Manager
 - Project Leader
 - Solution Architect
 - Database Administrator
 - Programmers
 - Testers Field Support Staff

7.5 Format for Authorization Letters from OEMs

Date: dd/mm/yyyy To
<Insert complete postal address>

Sub : Authorisation Letter to M/s _____ for the participation in the bid for **<insert project name>**

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

Sir,

We _____, (name and address of the bidder) who are established and reputed agency of _____ having office at _____ (addresses of bidder) do hereby authorize Mr/ Mrs _____ (name and address) to bid, negotiate and conclude the contract with you against the above mentioned bid for the above equipment / software manufactured / developed by us.

We herewith certify that the above mentioned equipments/devices / software products are not end of the life and we hereby undertake to support these equipment / devices / software for the duration of the contract period of this bid.

Yours faithfully,

For and on behalf of M/s _____ (Name of the bidder) Signature :

Name : Designation : Address :

Company Seal

Date :

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

8 Annexure III:

8.1 Commercial Bid Formats

Date: dd/mm/yyyy To
<Insert complete postal address>

Sub : <Insert project/bid name>

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 **<insert project name>** 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 excluding 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 in 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:

8.2 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. .

The fees shall be excluding of Goods & Service Tax (GST), as applicable under the relevant Laws of India. Should there be a change in applicable taxes, the actual taxes on the date of billing would prevail.

Note:

1. The Bidder should submit only the 'Summary of the Commercial Format' on the e-Tendering portal and the detailed commercial bid should be submitted manually along with the submission of the EMD. The formats for detailed commercial bids to be as per formats defined in his RFP.
2. The bidders may visit the site and obtain additional information at their own cost and responsibility.
3. 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.
4. 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.
5. All the prices are to be entered in Indian Rupees ONLY.
6. Prices indicated in the schedules shall be inclusive of all taxes (excluding GST), Levies, duties etc. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
7. 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.
8. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items. No additional/separate payment shall be made regarding the same.
9. 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.
10. The Contract Price shall be firm and not subject to any alteration.
11. 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.
12. 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.
13. The rate/cost quoted for AMC and price discovery elements would be considered for additional procurement/payment in future.
14. 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

| S. No | Particular | Cost (Excluding GST) |
|-------|--|----------------------|
| 1 | Post implementation Support of the Pothole Tracking System | |
| 2 | Field Support Manpower 8 Numbers for 5 Month (Including Monsoon) | |
| | Total Cost | |

The tenderer shall quote inclusive of all taxes (excluding GST) levies, duties, etc as applicable at the time of bid submission.

- GST as applicable shall be paid separately on submission of bills/invoice. Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; any other levies/tolls etc. except that payment/recovery for overall market situation shall be made as per Price variation.
- In the pursuance of provisions of earlier GST circulars, The Contractor/Bidder shall take cognizance of recent GST circular u/no. CA/(Finance)/Project/28 dtd 28.03.2023

8.3 Annexure IV: Draft Contract Agreement

On Non Judicial Stamp Paper

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

Bid No: - _____

Contract Cost: _____

This Contract Agreement, hereinafter referred to as “**CA**” is made and entered into at Mumbai this day of Two Thousand Twenty-Two

BETWEEN

The Brihanmumbai Municipal Corporation, a body corporate having perpetual succession and common seal constituted by the Mumbai Municipal Corporation Act, 1888, hereinafter referred to as “**The BMC**”

REPRESENTED BY

Shri. _____, Chief Engineer (Roads and Traffic), having its office at _____, hereinafter referred to as “**Ch. Engg. (Roads and Traffic)**” (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors in office and assigns) of the First Part

AND

M/s _____, a company registered under The Companies Act, 1956 having its registered office at _____ and place of business at _____, through Shri. _____, (Authorized Signatory); hereinafter referred to as “**Service Provider**” (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors and assigns) of the Second Part

WHEREAS the Municipal Commissioner of BMC has inter alia deputed under Section 56 of the Mumbai Municipal Corporation Act, 1888 his powers, functions and duties to the Ch. Engg. (Roads and Traffic)/ AMC(P) for signing and executing this Contract Agreement on behalf of BMC.

AND WHEREAS M/s. _____, by its Resolution under No. _____ dated _____ have authorised Shri _____ (Authorized Signatory), to sign the present Contract Agreement, on behalf of the said Company

AND WHEREAS BMC has invited Tender for Selection of Agency to “**Invitation of tender for procurement of services to run pothole tracking system in BMC**” hereinafter referred to as “the contract work”. The Service Provider has submitted the Tender for the said contract work for the execution and completion of these Services and the remedying of any defects therein, for carrying out work in various offices of BMC including Headquarter

& other Ward Offices, for a period of 5 months at total cost of Rs.____/- (excluding 18% GST) on the terms and conditions mentioned therein.

And WHEREAS the Implementation Agency has agreed to comply with the terms and conditions hereinafter appearing and are desirous of recording the same subject to compliance of which the contract as aforesaid has been agreed to be granted by the BMC in favour of the Implementation Agency.

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

1. The parties hereto agree that the recitals enumerated herein above shall be deemed to form an integral and operative part of this Contract Agreement as if the same were specifically set out and incorporated herein.

2. The following documents are and shall be deemed to form part of this Contract Agreement and shall be read and construed to be part of this Contract Agreement as if they were incorporated in this Contract Agreement.

- i. Corrigendum document published by BMC subsequent to the Bid for this contract work.
- ii. Bid Document of BMC issued for this contract work under no. _____
- iii. Letter of Acceptance issued under no. _____ dtd. _____
- iv. Special Conditions of Contract
- v. General Conditions of Contract

9.1 Definitions, Interpretations and Other Terms

In the Contract the following words and expressions shall have the meanings stated below. The words and expressions not specifically defined below shall mean as defined in Information Technology Infrastructure Library (ITIL) published by Office of Government Commerce, United Kingdom and Information Technology Act, 2000 (with amendment 2008). In case of conflict in the meaning of any word or expression, meaning of the same in Information Technology Act, 2000 shall govern.

- a) **Bid** means the tender process conducted by BMC and the technical and commercial proposals submitted by the successful bidder, along with the subsequent clarifications and undertakings, if any;
- b) **Letter of Acceptance** means the letter of formal acceptance, signed by BMC, of the Letter of Bid, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression "Letter of Acceptance" means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.
- c) **Confidential Information** means all information including BMC Data (whether in written, oral, electronic or other format) which relates to the technical, financial, business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this CA (including without limitation such information received during negotiations, location visits and meetings in connection with this CA);
- d) **Customers** mean all citizens and business organization and users who use the BMC services.
- e) **Deliverables** means all the activities related to the implementation, maintenance and post implementation support as defined in the Bid Document & subsequent Corrigendum (if any), based on which the technical proposal & commercial proposal was submitted by the Bidder and as required as per this CA;
- f) **Effective Date** means the date on which this CA is executed;
- g) **CA** means this Contract Agreement, together with the recitals and all schedules and the contents, requirements, specifications and standards of the Bid Document (as may be amended, supplemented or modified in accordance with the provisions hereof) and the Bid. **In the event of a conflict between this CA and the Schedules, the terms of the CA shall prevail; with overriding effect;**
- h) **Performance Security** means the irrevocable and unconditional Bank Guarantee provided by the Service Provider from by any of the approved banks as specified in Annexure V of the Bid Document in favor of "Brihanmumbai Municipal Corporation" for an amount equivalent to 10% of the total contract value i.e. Rs.....(Rupees... only);
- i) **Proprietary Information** means processes, methodologies and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned/licensed by either Party

or granted by third parties to a Party hereto prior/ subsequent to the execution of this MSA;

- j) **Required Consents** means the written consents, clearances and licenses, rights and other authorizations as may be required to be obtained by the Service Provider, for all tasks / activities / software / hardware and communication technology for this project; from all the concerned departments/agencies, etc. as the case may be.
- k) **Bid Document** means the Request for Proposal released vide Bid Document number specified under section 4.1, and include all clarifications/addendums, explanations and amendments issued by the department in respect thereof;
- l) **Service Level(s)** means the performance standards, which will apply, to the services delivered by the Service Provider
- m) **Service Level Requirement(s)** means the timelines and the quality levels to be adhered to by the Service Provider for delivering various services under the contract;
- n) **Services** means the content and services delivered and to be delivered to the customers or the offices of BMC by the Service Provider, and includes but not limited to the services specified in the Bid Document or as may be specified and incorporated in the subsequent Agreement/s under Contract Agreement.
- o) **Contractor** means the person(s) named as contractor in the CA and the legal successors in title to this person(s).
- p) **Contractor's Personnel** means the Contractor's Representative and all personnel whom the Contractor utilizes on the Facilities, who may include the staff, labour and other employees of the Contractor; and any other personnel assisting the Contractor in the execution of the Services.
- q) **Contractor's Representative** means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-Clause 'Contractor's Representative', who acts on behalf of the Contractor.
- r) **BMC** means the person named as employer in the Contract Data and the legal successors in title to this person.
- s) **BMC's Representative** means the person named by BMC to represent and act for BMC at all times during the performance of the Contract.
- t) **BMC's Personnel** means all staff employed by BMC.
- u) **Government** means the State or Central Government of the Country.
- v) **Cost** means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Facilities, including overhead and similar charges, but does not include profit.
- w) **Foreign Currency** means a currency in which part (or all) of the Contractor's Remuneration is payable, but not the Local Currency.
- x) **Key Staff** means those individuals listed as Key Staff in the CA, or any person appointed, with the agreement of BMC, as a Key Staff, for a part of the Services; and the legal successors in title to each of these persons.
- y) **Subcontractor** means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Services; and the legal successors in title to each of these persons.
- z) **Party** means BMC or the Contractor, as the context requires, and "Parties" means both.
 - aa) **Third Party** means a person or an entity other than a Party.

9.2 Interpretations

- a) References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it;
- b) Words denoting the singular shall include the plural and vice-versa; words indicating one gender include all genders and words denoting persons shall include firms and corporations and vice versa;
- c) Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer

to this CA as a whole and not to any particular Article, Schedule. The term Articles, refers to Articles of this CA. The words "include" and "including" shall not be construed as terms of limitation. The words "day" and "month" mean "calendar day" and "calendar month" unless otherwise stated. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated;

- d) Provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing
- e) The headings, marginal words and use of bold type in this CA are for convenience only and shall not affect the interpretation of any provision of this CA;
- f) The Schedules to this CA form an integral part of this CA and will be in full force and effect as though they were expressly set out in the body of this CA;
- g) Reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to such agreement, deed, instrument, license or other document as the same may be amended, varied, supplemented, modified or suspended at the time of such reference;
- h) Any word or expression used in this CA shall, unless defined or construed in this CA, bear its ordinary English language meaning;
- i) The damages payable by a Party to the other Party as set forth in this CA, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and liquidated damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalties;
- j) This CA shall operate as a legally binding agreement specifying the master terms, which apply to the Parties under this agreement and to the provision of the services by the Service Provider;
- k) The department may nominate a technically competent agency/individual(s) for conducting acceptance testing and certification of quality of services delivered;
- l) The agency/individual nominated by the department can engage professional organizations for conducting specific tests on the data entered, software, hardware, security and all other aspects;
- m) The agency/individual will establish appropriate processes for notifying the Service Provider of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the Service Provider to take corrective action;
- n) The documents forming this Agreement are to be taken as mutually explanatory of one another. The following order shall govern the priority of documents constituting this Agreement, in the event of a conflict between various documents, the documents shall have priority in the following order:
 - i) This Agreement;
 - ii) Scope of Services for the Service Provider (hereby annexed as **Annexure I**)
 - iii) Detail Commercial proposal of the Service Provider accepted by BMC (hereby annexed as **Annexure II**)
- iv) Clarification & Corrigendum Documents published by BMC subsequent to the Bid Document for this work (hereby annexed as **Annexure III**)
 - v) Bid Document of BMC for this work (hereby annexed as **Annexure IV**)
 - vi) LoI issued by BMC to the successful bidder (hereby annexed as **Annexure V**); and
- vii) Successful bidder's "Technical Proposal" and "Commercial Proposal" submitted in response to the Bid Document (hereby annexed as **Annexure VI**).

9.3 Term of the Contract Agreement

- ❖ The term of this CA shall be a period of 5 months from the date of execution of this Agreement.
- ❖ In the event of implementation period getting extended beyond the stipulated time, for reasons not attributable to the Service Provider, BMC reserves the right to extend the term of the Agreement by corresponding period to allow validity of contract from the date of successful go live.

Work Completion Timelines & Payment Terms

Work completion timelines will be defined in corresponding Letter of Invitation (LOI) issued by BMC for this assignment. Selected vendor has to strictly, follow these timelines and achieve milestones.

Selected Vendor will be paid as per its bid price and commercial terms and conditions mentioned in contract agreement.

Notes

- ❖ The payments to the vendor will be made on the monthly invoices generated by vendor on the basis of the resources deployed on a time and material basis.
- ❖ The cumulative amount will be paid to the service provider after obtaining adequate satisfaction certificate from the end users. Payment will be made to the service provider inclusive of service tax. Should there be a change in applicable taxes, the actual taxes on the date of billing would prevail.
- ❖ The Service Provider will submit the Bills/Invoices as per the terms & conditions of the Bid Document and contract agreement.
- ❖ If the service provider is liable for any penalty/liquidated damages as per the SLA (refer to the section no.9.5 of this document), the same shall be adjusted from the payments due to the Service Provider.
- ❖ BMC will release the payment within 30 days of submission of valid invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed to the satisfaction of BMC. BMC shall be entitled to delay or withhold the payment of any invoice or part of it delivered by Service Provider, when BMC disputes such invoice or part of it, provided that such dispute is bonafide.
- ❖ It is mandatory for the contractors to open a Bank Account in any of the banks approved by BMC (specified in Annexure V of the document) for easy and quick payments. All payments under the contract will be made only on this Bank Account through Electronic Clearing System/ RTGS/ NEFT/ CBS.

➤ Contractor's Base Remuneration

Pursuant to deliverables Services, Contractor's remuneration will be calculated as detailed below.

1. The remuneration amount based on the manpower deployed by Contractor as per the requirements of BMC, Contractor's Personnel will be calculated. Contractor may deploy additional manpower in order to achieve Performance Targets detailed in Service Level Agreements (SLA) section 9.5. However, BMC shall not pay any remuneration for this additional manpower / service. For item of training, Contractor shall be paid on the basis of actual number of participants trained during the billing period. For the item of revamping of BMC portal or any other new module implementation, Contractor shall be paid the lump sum amount only at the end of the quarter during which customization / revamping of the BMC Portal or any other module as requested by BMC is completed.
2. From the remuneration so calculated as detailed in (1) above, all the penalties applicable due to violation of Service Level Agreements as detailed will be deducted.
3. From the residual amount detailed in (2) above, all the penalties applicable due to non submission of reports at a flat rate of Rs. 500/- per report irrespective of the frequency of submission of report i.e. daily, weekly or monthly.
4. From the residual amount detailed in (3) above, amount towards non-availability of Contractor's Personnel as detailed in Schedule E will be deducted by calculating manpower cost per day per category of manpower based on 30 days a month 8 hours per day per person.

From the residual amount detailed in (4) above, all the taxes, duties and other levies applicable and to be deducted at source by BMC will be deducted. Final residual amount will be paid to the Contractor.

All new taxes levied after the bid submission date will be reimbursed after necessary documentary evidence is submitted by the Contractor. Similarly, any benefit due to reduction in the taxes will be passed on to BMC by the contractor.

➤ Payment Terms

Payment will be made by BMC to the contractor after successful running of the pothole tracking system till 5 months (i.e 1st June 2024 to 31st October 2024) including monsoon 2024.

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 Implementation Agency to the BMC for the duration of this contract period of the Project.
- 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 Implementation Agency 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:
- “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:

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

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 IA 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. “Helpdesk Support” shall mean the 24x7x365 centre which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract.
 6. “Response Time” shall mean the time incident is reported to the help desk and an engineer is assigned for the call.
 7. “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 level) 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.
- The resolution time shall vary based on the severity of the incident reported at the help desk. The severity would be as follows:
 1. Critical / High: The application is down impacting critical business functions or multiple modules/functions down impacting users on daily operations or any module /functionality deemed as highly critical by BMC .
 2. Medium: One module/functionality down impacting critical business functions having major impact on daily operations
 3. Low: Loss of business functionality for less than 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. Application Development
2. Deployment of Manpower
3. Application Performance
4. Disaster Recovery
5. Security Audit
6. Functional Support
7. Change Request
8. Reporting

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.

The below are indicative in nature and penalty terms may be altered suitably as per the criticality and overall cost of the application

Deployment of Manpower

| S · N o | Particulars | Penalty |
|------------------|--|---|
| 1 | Mobilisation of the team within one week from the date of PO | Rs 500 per day from the date of occurrence from second week Rs. 20,000 for issue of the Third week, post Lol/Purchase/Work which BMC may invoke Order annulment of the contract. |
| 2 | Replacement of resources Within 15 days of work order | Rs. 5,000 per week of occurrence delay for deployment of resource initiated alternate resource either by BMC or the Implementation Agency. The resource should be of equivalent or higher qualification and experience. |

Application Performance

| Application Performance post Go Live / Project Start Date | | | | |
|---|--|----------------------------------|--|--|
| # | Parameter | Target | Basis | Penalty |
| 1 | Average Response Time during peak usage hours as measured by EMS Tools. | Less than or equal to 10 seconds | Per occurrence. This will be calculated monthly after the Go- live of the application/ Project Start Date. | Per occurrence penalty shall be Rs. 500. Penalty will be deducted from the quarterly payments. |
| 2 | <ul style="list-style-type: none"> ● Application Uptime ● Database Server Uptime ● Application Server Uptime ● Web Server Uptime ● All SAN Storage Uptime Any other IT component in the Infrastructure Architecture | >= 99.95% | Per occurrence. This will be calculated monthly after the Go- live of the application. | Per occurrence penalty shall be Rs. 500. Penalty will be deducted from the quarterly payments. |

Change Request

| S · N o | Parameter | Penalty |
|------------------|---|-----------------------------------|
| 1 | where T is the timeframe for Weekly per of Change completion of the Change request as for the first two weeks for | Rs. 500 value per week Occurrence |

Helpdesk Support/Field Support Issue Response and Resolution

| Helpdesk Support/Issue Response and Resolution | | | | |
|--|--|--|---------------------------------|---|
| | Parameter | Target | Ba sis | Penalty |
| | Severity 3 Issue (Low) | Response Time <= 2 hours from the time the call is logged by the end user. Resolution Time <= 4 days from the time the complaint/query is allocated for resolution by the helpdesk. | Pe r In ci de nt | Rs. 500 for delay of every additional day Rs. 1,000 for every additional hour delay in resolution time |
| | Severity 2 Issue (Medium) | Response Time <= 1 hour from the time the call is logged by the end user. Resolution Time <= 2 day from the time the complaint/query is allocated for resolution by the helpdesk. | Pe r In ci de nt | Rs. 1000 for delay of every additional day Rs. 2,500 for every additional day delay in resolution time |
| | Severity 1 Issue (Critical) | Response Time <= 30 minutes from the time the call is logged by the end user. Resolution Time <= T (As agreed up on by BMC and SI) from the time the complaint/query is allocated for resolution by the helpdesk. | Pe r In ci de nt | Rs. 1000 for delay of every additional hour Rs. 2,500 for every additional hour/day (as agreed up on by BMC and SI) delay in resolution time |
| | Average Call Lost Rate (Total No. Of calls lost because they were not attended by an operator / Total incoming calls) *100 | <=1% | Pe r M on th | Rs. 1000 for every additional 1% call lost |

Reporting during post implementation phases (Including Operations and Maintenance Phase)

Type Measurement Penalty

Monthly Status

Delivered at monthly intervals by the 5th of Rs. 1000 per additional week's delay.

(Report every month or as decided mutually) between the vendor and the BMC authorities with the details of the previous month. The format of the report shall be mutually agreed between BMC and the

Note:

- 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.
- The maximum penalty will be up to 10% of total project cost as per the Commercial bid submitted by the Bidder
- 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.
- Once a maximum penalty of 10% of the contract value is reached, BMC has the right to call for the annulment of contract.

Professional Project Management

- ❖ Service Provider shall execute the project with complete professionalism and full commitment to the scope of work and the prescribed service levels. Service Provider shall attend regular Project Review Meetings called by BMC and shall adhere to the directions given during the meeting. Following responsibilities are to be executed by the Service Provider in regular manner to ensure the proper management of the project:
 - Finalization of the Project plan in consultation with BMC and its consultant. Project Plan should consist of work plan, communication matrix, timelines, Quality Plan, etc.
 - Plan and deploy the resources in conjunction with the Project Plan and to execute roles and responsibilities against each activity of the project plan.
 - Appointment of manager who will act as SPOC for BMC.
 - Preparation & regular update of the Risk Register and the Mitigation Plan. Timely communication of the same to all the identified project stakeholders.
 - Submission of Weekly Project Progress Reports
 - Monthly Compliance report, which will cover compliances to Project Timelines, Project Team, SLAs, etc.
 - Provision of dashboard to check status of progress of maintenance, support, implementation and customization work.
- ❖ The selected vendor should ensure that the behaviour of its staff and other manpower is decent. The agency will be held responsible for indecent behaviour of manpower, & such employees should be immediately replaced when such matter is reported. In case, non-availability of personnel, the agency will be penalized as per the SLA.
- ❖ Employees of the service provider shall always wear identity card

Communications

- ❖ Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be: in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Contract Data; and delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract Data.
However:
 - a. if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
 - b. if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.
- ❖ Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Independent Expert, a copy shall be sent to BMC's Representative or the other Party, as the case may be.

Use & Acquisition of Assets during the term

The Service Provider shall -

- a) Take all reasonable & proper care of the entire hardware & software, network, data or any other information technology infrastructure components used for the project & other facilities leased/owned by the Service Provider exclusively in terms of the delivery of the services as per this CA (hereinafter the "Assets") in proportion to their use & control of such Assets which will include all upgrades/enhancements & improvements to meet the needs of the project arising from time to time.
- b) Term "Assets" also refers to all the hardware / software / furniture / data / documentations / manuals / catalogues / brochures / or any other material procured, created or utilized by the SERVICE PROVIDER or BMC.
- c) Keep all the tangible Assets in good & serviceable condition (reasonable wear & tear excepted) &/or the intangible Assets suitably upgraded subject to the relevant standards as stated in of the Bid Document to meet the SLAs mentioned in the contract & during the entire term of the Agreement.
- d) Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets & which are provided to the Service Provider will be followed by the Service Provider & any person who will be responsible for the use of the Asset.
- e) Take such steps as may be recommended by the manufacturer of the Assets & notified to the Service Provider or as may be necessary to use the Assets in a safe manner.
- f) To the extent that the Assets are under the control of the Service Provider, keep the Assets suitably housed & in conformity with any statutory requirements from time to time applicable to them.
- g) Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law.
- h) Use the Assets exclusively for the purpose of providing the Services as defined in the contract.
- i) Ensure smooth end-to-end operations to provide efficient services to BMC of this Project in an efficient and speedy manner.
- j) Service Provider shall not use BMC data to provide services for the benefit of any third party, as a service bureau or in any other manner

Security and safety

- a. The Service Provider will comply with the directions issued from time to time by BMC and the standards related to the security and safety in so far as it applies to the provision of the Services
- b. Service Provider shall also comply with BMC / Government of Maharashtra's / Government of India's Information Technology security and standard policies in force from time to time as applicable.
- c. Service Provider shall use reasonable endeavors to report forthwith in writing to all the partners / contractors about the civil and criminal liabilities accruing due to by unauthorized access (including unauthorized persons who are employees of any Party) or interference with BMC's data, facilities or Confidential Information.
- d. The Service Provider shall upon reasonable request by BMC or his/her nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- e. Service Provider shall promptly report in writing to BMC any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at BMC.
- f. The bidder shall submit of "Safe to host" certificate from a CERT-In empaneled agency, to be submitted by the agency maintaining the application as it is a mandatory requirement for IT security of the Government applications. Please refer to the URL <https://cert-in.org.in/> to check for guidelines on security and empaneled audit agencies by CERT-In.

Indemnity

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

- (i) Any mis-statement or any breach of any representation or warranty made by the Service Provider or
 - (ii) The failure by the Service Provider to fulfill any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Service Provider. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created by Service Provider pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by Service Provider or sub contractors pursuant to this Agreement, or the SLAs (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) "Data Entry assignment done by service provider; (B) Third Parties (i.e., other than Service Provider or sub-contractors) at the direction of BMC, or
- (iii) any compensation / claim or proceeding by any third party against BMC arising out of any act, deed or omission by the Service Provider or
- (iv) claim filed by a workman or employee engaged by the Service Provider for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

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

Third Party Claims

- a. Subject to Sub-clause (b) below, the Service Provider (the "Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favour or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.
- b. The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:
 - i. the Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise
 - ii. the Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.
 - iii. if the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.
 - iv. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
 - v. Service Provider hereby indemnify & hold indemnified BMC harmless from & against any & all damages, losses, liabilities, expenses including legal fees & cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.

- vi. all settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld & include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; & (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- vii. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- viii. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates;
- ix. in the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, & on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates.

Warranties

- a. The Service Provider warrants and represents to BMC that:
 - i. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
 - ii. This Agreement is executed by a duly authorized representative of the Service Provider;
 - iii. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement.

- b. In the case of the SLAs, the Service Provider warrants and represents to BMC, that:
 - i. the Service Provider has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;
 - ii. the SLAs shall be executed by a duly authorized representative of the Service Provider;
 - iii. the Services will be provided and rendered by appropriately qualified, trained and experienced personnel as mentioned in the Bid Document;
 - iv. Service Provider has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;
 - v. the Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;
 - vi. Service Provider will warrant that the solution provided under the contract is new, of the most recent higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the contract

8.3 Annexure V: List of Approved Banks

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

| State Bank of India and its subsidiary Banks | | |
|--|---|---|
| State Bank of India. | | |
| Nationalized Banks | | |
| Allahabad Bank. | Andhra Bank. | Bank of Baroda. |
| Bank of India. | Bank of Maharashtra. | Canara Bank. |
| Central Bank of India. | Corporation Bank. | |
| Indian Bank. | Indian Overseas Bank. | Oriental Bank of Commerce. |
| Punjab National Bank. | Punjab and Sind Bank. | Syndicate Bank. |
| UCO Bank. | Union Bank of India. | United Bank of India. |
| Private Sector Banks | | |
| Axis Bank Ltd. | Bank of Rajasthan Ltd. | Catholic Syrian Bank Ltd. |
| City Union Bank Ltd. | 23. Development Credit Bank Ltd. | Dhanalakshmi Bank Ltd. |
| Federal Bank Ltd. | HDFC Bank Ltd. | ICICI Bank Ltd. |
| IndusInd Bank Ltd. | ING Vysya Bank Ltd. | 30. Jammu and Kashmir Bank Ltd. |
| Karnataka Bank Ltd. | Karur Vysya Bank Ltd. | Kotak Mahindra Bank Ltd. |
| Lakshmi Vilas Bank Ltd. | Nainital Bank Ltd. | Ratnakar Bank Ltd. |
| 37. SBI Commercial International Bank Ltd. | South Indian Bank Ltd. | 39. Tamil land Mercantile Bank Ltd. |
| Yes Bank Ltd. | | |
| Scheduled Urban Co-op. Banks Licensed to issued Bankers Guarantee | | |
| 41. Abhyudaya Co-Op. Bank Ltd. | 42. Bassein Catholic Co-Op. Bank Ltd. | Bharat Co-Op. Bank Ltd. |
| 44. Bombay Mercantile Co-Op. Bank Ltd. | 45. Citizen Credit Co-Op. Bank Ltd. | 46. Dombivli Nagari Sahakari Bank Ltd. |
| 47. Greater Mumbai Co-Op. Bank Ltd. | 48. Janakalyan Sahakari Bank Ltd. | Janata Sahakari Bank Ltd. |
| 50. Kalyan Janata Sahakari Bank Ltd. | Kapol Co-Op. Bank Ltd. | Mahanagar Co-Op. Bank Ltd. |
| 53. Mumbai District Central Co- Op. Bank Ltd. | NKGSB Co-Op. Bank Ltd. | New India Co-Op. Bank Ltd. |
| 56. Parsik Janata Sahakari Bank Ltd. | 57. Punjab & Maharashtra Co- Op. Bank Ltd. | Rupee Co-Op. Bank Ltd. |
| 59. Sangli Urban Co-Op. Bank Ltd. | Saraswat Co-Op. Bank Ltd. | 61. Thane Bharat Sahakari Bank Ltd. |
| 62. Thane Janata Sahakri Bank Ltd. | 63. The Cosmos Co-Op. Bank Ltd. | 64. The Shamrao Vitthal Co-Op. Bank Ltd. |
| 65. The Zoroastrian Co-Op. Bank. | | |

| State Co-op. Banks | | |
|--|--|--|
| 66. The Maharashtra State Co- Op. Bank. | | |
| Foreign Banks | | |
| ABN Amro Bank N. V. | 68. Abu Dhabi Commercial Bank Ltd. | 69. American Express Banking Corporation. |
| 70. Antwerp Diamond Bank N. V. | Arab Bangladesh Bank. | Bank International Indonesia. |
| Bank of America. | 74. Bank of Bahrain and Kuwait BSC. | Bank of Ceylon. |
| Bank of Nova Scotia. | 77. Bank of Tokyo-Mitsubishi Ltd. | Barclays Bank Plc. |
| BNP Paribas. | 80. China Trust Commercial Bank. | Shinhan Bank. |
| Citi Bank N.A. | Calyon Bank. | Deutsche Bank. |
| DBS Bank Ltd. | 86. The Hongkong and Shanghai Banking Corporation Ltd. (HSBC) | J.P. Morgan Chase Bank N.A. |
| 88. Krung Thai Bank Public Company Ltd. | Mashreq Bank psc. | Mizuho Corporate Bank Ltd. |
| 91. Oman International Bank S.A.O.G. | Societe Generale. | Sonali Bank. |
| Standard Chartered Bank. | State Bank of Mauritius Ltd. | |

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