



Brihanmumbai Municipal Corporation

Disaster Management Department

Request for Bids

RFB No: 2025_MCGM_1212245_1

Providing Comprehensive Communication Solution with
Redundancy for five years to Disaster Management
Department.

**Brihanmumbai Municipal Corporation
(Disaster Management Department)**

No. Chief Officer/T-06 / DMD Dated 21-08-2025

Notice Inviting Tender (NIT)

1. The Commissioner of Brihanmumbai Municipal Corporation invites e-bids for the work mentioned below. The bid copy can be downloaded from Mahatenders portal (<https://mahatenders.gov.in/nicgep/app>) -> "Tenders by Organisation" tab -> Municipal Corporation of Greater Mumbai.
2. All interested Bidders, whether already registered or not registered in BMC, are mandated to get registered with Mahatenders for e-Tendering process and obtain Login Credentials to participate in the Online bidding process. The details of the same are available on the above-mentioned Mahatenders portal under 'Help For Contractors'.
3. The Bidders can get digital signatures from any one of the certifying Authorities (CA's) licensed by the Controller of Certifying Authorities published under Licensed CAs. A list of CAs is available on https://cca.gov.in/licensed_ca.html
4. The technical and commercial bids shall be submitted online up to the end date & time mentioned below.

#	Description	Tender Fee	Bid Security	Start date & Time for online Bid Downloadin g	End date & Time for online Bid Submission
1	Providing Comprehensive Communication Solution with Redundancy for five years to Disaster Management Department.	Rs.30,250 + 9% CGST 9% SGST	Rs.59,65,000/-	21-08-2025 at 1800 hrs	11-09-2025 at 1500 hrs

Note: Last date for online payment of Bid Security / Earnest money Deposit (EMD) is before due / end date & time for online Bid Submission prescribed above.

5. The pre-bid meeting will be held on 28-08-2025 at 15.00 hours, at venue – Office of Chief Officer (DM & CCRS), 2nd Floor, Extension Building, Municipal Head Office, Mahapalika Marg, Fort, Mumbai – 400 001.
6. The prospective Bidder(s) should submit their suggestions/observations, if any, by email to co.dm@mcgm.gov.in with a copy to se01.dm@mcgm.gov.in before 1 day of Pre-bid meeting. Only suggestions / observations received by email will be discussed and clarified in pre-bid meeting and any modification of the bidding documents, which may become necessary as a result of pre-bid meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum and shall be published on <https://mahatenders.gov.in/nicgep/app>.
7. Bidders shall note that any corrigendum issued regarding this E-Procurement notice will be published on the <https://mahatenders.gov.in/nicgep/app> portal only. No corrigendum will be published in the local newspapers.
8. The Bid document uploaded shall be read in conjunction with any addendum / corrigendum. A maximum of two authorized representatives of prospective Bidder(s), who have an authorization letter to attend the pre-bid meeting, can attend the pre-bid meeting and obtain clarification regarding specifications, works & Bid conditions.
9. The Bidder shall have to pay "Tender Fee" through online payment (Refer Circular u/No: CA/FRG/17 Dtd 17-03-2025). The Bidder is required to be registered with BMC for further

Providing Comprehensive Communication Solution with Redundancy for five years to DMD, BMC transactions in respect of the bidding process. The bidder can register as a vendor with BMC using online application available at <https://portal.mcgm.gov.in/irj/portal/anonymous/qlVendorApp>

10. The Bidder shall have to pay Bid Security / Earnest Money Deposit (EMD) through online payment only. Note: - No Exemption will be allowed for the Bidders having a standing deposit with BMC.
11. Bidder agencies are advised to study this bid document carefully before submitting their bids in response to the Bid Notice. Submission of a bid in response to this notice shall be deemed to have been made after careful study and examination of this document with full understanding of its terms, conditions and implications.
12. This bid document is non-transferable.
13. A three-envelope (Cover1 - Fee, Cover2 – Prequal/Technical and Cover3 - Finance) selection procedure shall be adopted.
14. Bidder (authorized signatory) shall submit their offer online in electronic formats of technical (including prequalification documents) and financial proposal.
15. BMC will not be responsible for delays in online submission due to any reason. For this, bidders are advised to upload the complete bid proposal well in advance before the due date and time so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
16. Bidders are also advised to refer to “Bidders Manual Kit” and Help for Contractors available at <https://mahatenders.gov.in/nicgep/app> for further details about the e-tendering process.
17. For any assistance on use of e-Tendering system, kindly contact helpdesk number 0120-4001 002, 0120-4001 005, 0120-4493 395, Email: support-eproc(at)nic(dot)in
18. The Authority (BMC) shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bid or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
19. The Municipal Commissioner reserves the right to reject all or any of the e-Bid(s) without assigning any reason at any stage.

Sd/-

Chief Officer (DM & CCRS)

Contents

Notice Inviting Tender (NIT)	2
Part I – Bidding Procedures	12
Section I - Instructions to Bidders	12
A. General	12
1. Scope of Bid	12
2. Fraud and Corruption	12
3. Eligible Bidders.....	14
4. Qualification of the Bidder	15
5. Code of integrity	15
B. Contents of Bidding Document	16
6. Sections of Bidding Document.....	16
7. Clarification of Bidding Document, Site Visit, Pre-bid Meeting	16
8. Amendment to the Bidding Document	17
C. Preparation of Bids	18
9. Cost of Bidding	18
10. Language of Bid	18
11. Documents Comprising the Bid.....	18
12. Letter of Bid and Price Schedule.....	19
13. Alternative Bids	19
14. Documents Establishing the Eligibility and Qualifications of the Bidder	19
15. Documents Establishing Conformity of the Communication System	19
16. Bid Prices	20
17. Currencies of Bid and Payment	21
18. Period of Validity of Bids	21
19. Bid Security	21
20. The Bid security of successful bidder will be discharged when the bidder has signed the agreement and / or furnish the required Security Deposit as elaborated in Standard Bid Document. Format and Signing of Bid	23
D. Submission and Opening of Bids	24
21. Submission of Bids.....	24
22. Deadline for Submission of Bids	24
23. Late Bids	24
24. Withdrawal, Substitution and Modification of Bids	24
25. Bid Opening.....	24
E. Evaluation and Comparison of Bids	25
26. Confidentiality.....	25
27. Clarification of Bids.....	25
28. Deviations, Reservations, and Omissions	25
29. Determination of Responsiveness	25
30. Nonconformities, Errors, and Omissions.....	26
31. Evaluation of Bids.....	26
32. Comparison of Bids	27

Providing Comprehensive Communication Solution with Redundancy for five years to DMD, BMC	
33. Abnormally Low Bids	27
34. Eligibility and Qualification of the Bidder	28
35. BMC's Right to Accept Any Bid, and to Reject Any or All Bids	28
F. Award of Contract	29
36. AwardCriteria.....	29
37. Notification of Award	29
38. Signing of Contract.....	29
39. Failure to Agree with the Terms and Conditions of the RFB	29
40. Performance Security.....	29
41. Legal, Stationery Charges & Stamp Duty	29
43. Grievance Redressed Mechanism	30
44. Disclaimer.....	31
Section II - Bid Data Sheet (BDS)	32
Section III - Evaluation and Qualification Criteria.....	34
1. Evaluation of Prequalification.....	34
2. Evaluation of Technical & Commercial Bid	36
Section IV- Bidding Forms	39
1. Letter of Bid	39
2. Bidder Information Form	41
3. Bidder's JV / Consortium Members Information Form.....	42
4. Format for Declaration by the Bidder for not being Blacklisted / Debarred	43
5. Historical Financial Performance	44
6. Average Annual Turnover	45
7. Experience - General Experience	46
8. Specific Experience.....	47
9. Financial Proposal Template.....	48
10. Personnel Capabilities	49
11. Candidate Summary	50
12. Manufacturer's Authorization form	51
13. Subcontractor's Agreement.....	52
14. List of Proposed Subcontractors	53
15. Technical Capabilities	53
16. Format of the Technical Bid	53
17. Intellectual Property Forms	55
18. Software List.....	55
19. List of Custom Materials.....	55
20. Authorization letter for attending pre-bid meeting / bid opening	56
21. Pre-Bid Query Format	57
22. Table of Legal, Stationery Charges, Stamp Duty, and List of Approved Banks for Submission of Performance Security.....	57
23. AFFIDAVIT for BEST PRICE	60
24. Contract Forms.....	61
1. Contract Agreement	62

Providing Comprehensive Communication Solution with Redundancy for five years to DMD, BMC	
Appendix 1. Supplier's Representative	65
Appendix 2. Adjudicator	65
Appendix 3. List of Approved Subcontractors.....	66
Appendix 4. Categories of Software	66
Appendix 5. Custom Materials	67
Appendix 6. Revised Price Schedules	67
Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments	68
Appendix 8. List of locations	68
Appendix 9. Technical Specifications of AWS & FLS	71
2. Draft Non-Disclosure Agreement	79
3. Performance and Advance Payment Security Forms	85
1.1 Performance Security Form (Bank Guarantee)	85
1.2 Advance Payment Security	87
2. Letter of Acceptance	88
5. Installation and Acceptance Certificates	89
5.1 Installation and Acceptance Certificates	89
5.2 Operational Acceptance Certificate	89
6. Change Order Procedures and Forms.....	90
6.1 Request for Change Proposal Form.....	91
6.2 Change Proposal Form.....	92
6.3 Change Order Form.....	93
6.4 Application for Change Proposal Form	94
Part II – BMC's Requirements.....	96
Section V – BMC's Requirements.....	96
A. Background and Informational Materials	96
A.1 BACKGROUND.....	96
A.2 INFORMATIONAL Materials.....	98
B. Scope of Work	100
C. Legal, Functional, Architectural, System Administration, Performance & Security Requirements	113
1. Legal and Regulatory Requirements to be met by the Communication System	113
2. Functional/Technical/Operational Requirements to be met by the Communication System	114
3. Architectural Requirements to be met by the Communication System.....	114
4. Systems Administration and Management Functions Required to be met by the Communication System.....	116
5. Performance Requirements of the Communication System	118
6. Security Requirements of the Communication System	119
D. SERVICE SPECIFICATIONS – PROVISION TOOLS.....	122
7. System Analysis, Design and Configuration	122
8. System Integration (to other existing systems)	124
9. Training and Training Materials.....	124

Providing Comprehensive Communication Solution with Redundancy for five years to DMD, BMC	
10. Documentation Requirements	125
11. Requirements of the Supplier's Technical Team	127
E. TECHNOLOGY SPECIFICATIONS – SUPPLY & INSTALL ITEMS	128
12. General Technical Requirements	128
13. Monitoring Tool Requirements for Communication System	129
14. Technical Support	130
As Mentioned in the scope of work	130
15. Requirements of the Supplier's Technical Team	130
16. Implementation Schedule Table	130
17. Bill of Quantity	130
18. Service Level Agreements for Communication System during Operations & Maintenance (O&M) Phase	132
Section VI - General Conditions of Contract	134
A. Contract and Interpretation	134
1. Definitions	134
2. Contract Documents	137
3. Interpretation	137
4. Notices	138
5. Governing Law	139
6. Fraud and Corruption	139
B. Subject Matter of Contract	139
7. Scope of the System	139
8. Time for Commencement and Operational Acceptance	139
9. Supplier's Responsibilities	140
10. BMC's Responsibilities	141
C. Payment	142
11. Contract Price	142
12. Terms of Payment	142
13. Securities	142
14. Taxes and Duties	142
D. Intellectual Property	143
15. Copyright	143
16. Software License Agreements	144
17. Confidential Information	145
E. Supply, Installation, Testing, Commissioning, and Acceptance of the System	145
18. Representatives	145
19. Project Plan	146
20. Subcontracting	147
21. Design and Engineering	148
22. Procurement, Delivery, and Transport	149
23. Product Upgrades	151
24. Implementation, Installation, and Other Services	151

Providing Comprehensive Communication Solution with Redundancy for five years to DMD, BMC	
25. Inspections and Tests	152
26. Installation of the System	152
27. Commissioning and Operational Acceptance	153
F. Guarantees and Liabilities	155
28. Operational Acceptance Time Guarantee.....	155
29. Defect Liability	155
30. Functional Guarantees	157
31. Audit, Access and Reporting	157
32. Intellectual Property Rights Warranty.....	159
33. Intellectual Property Rights Indemnity.....	161
34. Limitation of Liability	162
35. Transfer of Ownership.....	162
36. Care of the System.....	163
37. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification	163
38. Insurances.....	164
39. Force Majeure	166
40. Risk Purchase Clause	167
H. Change in Contract Elements	167
41. Changes to the System	167
42. Extension of Time for Achieving Operational Acceptance	169
43. Termination	170
44. Exit Management	172
45. Assignment.....	175
46. Settlement of Disputes	175

Sr. No.	Abbreviations and Acronyms	Expansion / Full Form / Explanation/Description	Sr. No.	Abbreviations and Acronyms	Expansion / Full Form / Explanation / Description
1	AMC	Additional Municipal Commissioner	31	ESIC	Employees' State Insurance Corporation
2	API	Application Programming Interface	32	FRS	Functional Requirement Specifications
3	BDS	Bid Data Sheet	33	GBPS	Gigabits Per Second
4	BEC	Bid Evaluation Committee	34	GCC	General Conditions of Contract
5	BI	Business Intelligence	35	GIGW	Government of India Guidelines for Websites
6	BMC	Brihanmumbai Municipal Corporation	36	GIS	Geographical Communication System
7	CE	City Engineer	37	GRC	Governance, Risk & Compliance
8	CA	Current Assets	38	GST	Goods & Services Tax
9	CC (BDS Page 31)	Carbon Copy	39	HOD	Head of Department
10	CERT-In	Computer Emergency Response Team - India	40	HRM	Human Resource Management
11	CFC	Citizen Facilitation Centre	41	HTML	Hypertext Markup Language
12	CGST	Central Goods & Services Tax	42	HTTP	Hypertext Transfer Protocol
13	CL	Current Liabilities	43	HTTPS	Hypertext Transfer Protocol Secured
14	CMMi	Capability Maturity Model	44	HVAC	Heating Ventilation & Air Conditioning
15	COTS	Customizable Off-The-Shelf Software	45	ICT	Information & Communication Technology
16	CPD	Central Purchase Department	46	IDS	Intrusion Detection System
17	CPU	Central Processing Unit	47	IEEE	Institute of Electrical and Electronics Engineers
18	CRM	Customer Relationship Management	48	IIS	Internet Information Server
19	CSP	Cloud Service Provider	49	INR	Indian Rupee/s
20	CSS	Cascaded Style Sheet	50	IP	Internet Protocol
21	CSV	Comma Separated Values	51	IPR	Intellectual Property Rights
22	DBMS	Database Management System	52	IPS	Intrusion Prevention System
23	DC	Data Centre	53	IPv4	Internet Protocol Version 4
24	DMC	Deputy Municipal Commissioner	54	IPv6	Internet Protocol Version 6
25	DR	Disaster Recovery	55	IS	"Communication System," means all the tools and managed services required to enhance IT security for BMC .
26	EDI	Electronic Data	56	ISO/IEC	International Standards

Providing Comprehensive Communication Solution with Redundancy for five years to DMD, BMC

		Interchange			Organization
27	EITM	Enterprise Information Technology Management	57	IT	Information Technology
28	EMC	Electromagnetic Compatibility	58	ITB	Instructions To Bidders
29	EMD	Earnest Money Deposit (Bid Security)	59	ITeS	Information Technology enabled Services
30	ERP	Enterprise Resource Planning	60	ITIL	Information Technology Infrastructure Library

Sr. No.	Abbreviations and Acronyms	Expansion / Full Form / Explanation/Description	Sr. No.	Abbreviations and Acronyms	Expansion / Full Form / Explanation / Description
61	JDBC	Java Database Connectivity	91	RTO	Recovery Time Objective
62	JPEG	Joint Photographic Experts Group	92	SD-WAN	Software-Defined Wide Area Network
63	JSON	Java Script Object Notation	93	SEI	Software Engineering Institute
64	JV	Joint Venture	94	SGST	State Goods & Services Tax
65	LDAP	Lightweight Directory Access Protocol	95	SIEM	Security Information & Event Management
66	LLP	Limited Liability Partnership	96	SITC	Supply, Installation, Testing & Commissioning
67	LOA	Letter of Acceptance	97	SLA	Service Level Agreement
68	LOI	Letter of Intent	98	SMS	Short Message Service
69	MBPS	Megabits Per Second	99	SOA	Service Oriented Architecture
70	MDM	Mobile Device Management	100	SOAP	Simple Object Access Protocol
71	MeitY	Ministry of Electronics & Information Technology	101	SQL	Structured Query Language
72	MMC Act 1888	Mumbai Municipal Corporation Act, 1888 (updated)	102	SSD	Solid State Drive
73	MSDG	Mobile Service Delivery Gateway	103	SSDG	State Service Delivery Gateway
74	NW	Net Worth	104	SSL	Secured Socket Layer
75	O&M	Operations & Maintenance	105	STQC	Standardization Testing & Quality Certification
76	OAT	Operational Acceptance Test	106	TA	Total Assets
77	ODBC	Open Database Connectivity	107	TIFF	Tag Image File Format
78	OEM	Original Equipment Manufacturer	108	TL	Total Liabilities
79	OS	Operating System	109	TLS	Transport Layer Security
80	PAN	Permanent Account Number	110	TR	Total Revenue
81	PBT	Profits Before Tax	111	UAT	User Acceptance Test

Providing Comprehensive Communication Solution with Redundancy for five years to DMD, BMC

82	PDF	Postscript Data Format	112	UI	User Interface
83	PF	Provident Fund	113	UPS	Uninterrupted Power Supply
84	QOS	Quality of Service	114	URL	Unique Resource Locator
85	RAM	Random Access Memory	115	VLAN	Virtual Local Area Network
86	RBAC	Role Based Access Control	116	VoIP	Voice Over Internet Protocol
87	RDBMS	Relational Database Management System	117	VPN	Virtual Private Network
88	RFB	Request For Bids	118	W3C	World Wide Web Consortium
89	RHEL	Red Hat Enterprise Linux	119	WAN	Wide Area Network
90	RPO	Recovery Point Objective	120	XML	Extensible Markup Language

Part I – Bidding Procedures

Section I - Instructions to Bidders

A. General

1. Scope of Bid

In connection with the Bid Notice - Request for Bids (RFB), details specified in the Bid Notice and Bid Data Sheet (BDS), BMC issues this bidding document for the delivery of Services, as specified in Section - BMC's Requirements. The name, identification, and number of this RFB procurement are specified in the BDS.

- a. Throughout this bidding document:
 - i. the term "in writing" means communicated in written form (e.g., by e-mail) with proof of receipt;
 - ii. if the context so requires, "singular" means "plural" and vice versa; and
 - iii. "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of BMC. It excludes the BMC's official public holidays;
- b. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFB may wish to consult their own legal advisers in relation to this RFB.
- c. This RFB supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- d. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the BMC. Any notification of preferred Bidder status by the BMC shall not give rise to any enforceable rights by the Bidder. BMC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the BMC.

2. Fraud and Corruption

- a. The Bidders/Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFB, the BMC shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the BMC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFB, including consideration and evaluation of such Bidder's Proposal.
- b. Without prejudice to the rights of the BMC under Clause above and the rights and remedies which the BMC may have under the LOI or the Agreement, if an Bidder or Systems Supplier, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Systems Supplier shall not be eligible to participate in any Bid or RFB issued by the BMC during a period of two years from the date such Bidder or Systems Supplier, as the case may be, is found by the BMC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

Providing Comprehensive Communication Solution with Redundancy for five years to DMD, BMC

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

a. To this end, the BMC:

Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BMC who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the BMC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the BMC in relation to any matter concerning the Project;
- ii. "Fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation.
- iii. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
- iv. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- v. "Obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a BMC investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the BMC's inspection and audit rights provided for under paragraph e. below.
- vi. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by BMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- vii. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- b. Rejects a proposal for award if the BMC determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis-procurement, if the BMC determines at any time that representatives of the BMC or of a recipient of any part of the proceeds of the project / subject work engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in

Providing Comprehensive Communication Solution with Redundancy for five years to DMD, BMC question, without the BMC representative/s having taken timely and appropriate action satisfactory to the BMC to address such practices when they occur, including by failing to inform the BMC in a timely manner at the time they knew of the practices;

- d. Pursuant to the BMC's Anti- Corruption Guidelines and in accordance with the BMC's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a BMC-financed contract, financially or in any other manner;(ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a BMC-financed contract; and (iii) to participate further in the preparation or implementation of any BMC-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by BMC, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the BMC to inspect all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the BMC.

3. Eligible Bidders

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

Providing Comprehensive Communication Solution with Redundancy for five years to DMD, BMC

- c. A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a sub-contractor in more than one Bid.
- d. A Bidder that has been sanctioned/banned/blacklisted by the BMC, shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a BMC-financed contract or benefit from a BMC-financed contract, financially or otherwise, during such period of time as the BMC shall have determined. The list of debarred firms and individuals is available at the office of Central Purchase Department of BMC.
- e. Bidders that are state-owned enterprises or institutions in India may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the BMC, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of BMC.
- f. A Bidder shall provide such documentary evidence of eligibility satisfactory to BMC, as BMC shall reasonably request.

4. Qualification of the Bidder

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

5. Code of integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which includes

- a. prohibition of
 - i. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
 - iii. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
 - iv. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - v. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
 - vi. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - vii. obstruction of any investigation or auditing of a procurement process.
 - viii. making false declaration or providing false information for participation in a tender process or to secure a contract.
- b. disclosure of conflict of interest.
- c. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

B. Contents of Bidding Document

6. Sections of Bidding Document

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

7. Clarification of Bidding Document, Site Visit, Pre-bid Meeting

- a. A Bidder requiring any clarification of the bidding document shall contact the BMC in writing at the BMC's address specified **in the Notice Inviting Tender (NIT)** or raise its enquiries during the pre-Bid meeting if provided for in accordance with this ITB. If so, specified **in the Notice Inviting Tender (NIT)**, the BMC shall also promptly publish its response at the web page identified **in the Notice Inviting Tender (NIT)**. Should the BMC deem it necessary to amend the bidding document as a result of a request for clarification, it shall do so following the procedure under ITB - Amendment of Bidding Document and ITB - Deadline for Submission of Bids.
- b. The Bidder may wish to visit and examine the site where the Communication System is to be installed and / or provide user support / handholding, its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract. The costs of visiting the site shall be at the Bidder's own expense.
- c. The Bidder and any of its personnel or agents will be granted permission by the BMC to enter upon its premises and lands for the purpose of such visit, but only

Providing Comprehensive Communication Solution with Redundancy for five years to DMD, BMC upon the express condition that the Bidder, its personnel, and agents will release and indemnify the BMC and its personnel and agents from and against all liability in respect thereof, and will be 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.

- d. The Bidder's designated representative is invited to attend a pre-Bid meeting and/or a site visit, if provided for **in the Bid Notice**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- e. Minutes of the pre-Bid meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be published promptly on the website URL mentioned in the **BDS**. Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the BMC exclusively through the issue of an Addendum pursuant to ITB - Amendment of Bidding Document and not through the minutes of the pre-Bid meeting.
- f. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment to the Bidding Document

- a. At any time prior to the deadline for submission of Bids, BMC may amend the bidding document by issuing addenda\ corrigendum.
- b. BMC shall publish the addendum\ corrigendum on eTendering website and any addendum\ corrigendum issued shall be part of the bidding document.
- c. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the BMC may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB - Deadline for Submission of Bids.

C. Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

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

11. Documents Comprising the Bid

- a. The Bid shall comprise the following:
 - i. **Letter of Bid** prepared in accordance with ITB - Letter of Bid and Price Schedule;
 - ii. **Price Schedules** completed in accordance with ITB - Letter of Bid and Price Schedule and ITB Bid Prices;
 - iii. **Bid Security or Bid-Securing Declaration** in accordance with ITB - Bid Security;
 - iv. **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB - Format and Signing of Bid. Written confirmation may include resolution of the Board of Directors of the Company authorizing the signatory of the Bid to commit the Bidder or Power of Attorney executed by the Bidder in favour of the signatory of the Bid;
 - v. **Bidder's Eligibility:** documentary evidence in accordance with ITB - Documents Establishing the Eligibility and Qualifications of the Bidder establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted;
 - vi. **Conformity:** documentary evidence established in accordance with ITB - Documents Establishing Conformity of the Communication System that the Communication System offered by the Bidder conform to the bidding document;
 - vii. **Subcontractors:** list of subcontractors, in accordance with ITB - Documents Establishing Conformity of the Communication System;
 - viii. **Intellectual Property:** a list of: Intellectual Property all Software included in the Bid;
 - ix. any other document required **in the BDS** (if mentioned) and / or required as part of the Bid.
- ~~b. In addition to the above requirements, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members indicating at least the parts of the Communication System to be executed by the respective members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid,~~

Providing Comprehensive Communication Solution with Redundancy for five years to DMD, BMC together with a copy of the proposed Agreement indicating at least the parts of the Communication System to be executed by the respective members.

12. Letter of Bid and Price Schedule

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

13. Alternative Bids

- a. Alternative Bids shall not be considered.

14. Documents Establishing the Eligibility and Qualifications of the Bidder

- a. To establish its eligibility and qualifications to perform the Contract in accordance with Section - Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section - Bidding Forms.
- b. In the event that prequalification of potential Bidders has been undertaken as stated in the BDS, only Bids from prequalified Bidders shall be considered for award of Contract.

15. Documents Establishing Conformity of the Communication System

- a. Pursuant to ITB – Documents Comprising the Bid, the Bidder shall furnish, as part of its Bid documents establishing the conformity to the bidding documents of the Communication System that the Bidder proposes to design, supply and install under the Contract
- b. The documentary evidence of conformity of the Communication System to the bidding documents including:
 - i. Preliminary Project Plan describing, among other things, the methods by which the Bidder will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Bidder proposes to use. The Preliminary Project Plan must also address any other topics specified in the Bid Document. In addition, the Preliminary Project Plan should state the Bidder's assessment of what it expects the BMC and any other party involved in the implementation of the Communication System to provide during implementation and how the Bidder proposes to coordinate the activities of all involved parties;
 - ii. written confirmation that the Bidder accepts responsibility for the successful integration and inter-operability of all components of the Communication System as required by the bidding documents;
 - iii. An item-by-item commentary on the BMC's Technical Requirements, demonstrating the substantial responsiveness of the Communication System offered to those requirements. In demonstrating responsiveness, the Bidder is encouraged to use the Technical Responsiveness Checklist (or Checklist Format) in the Sample Bidding Forms (Section - Bidding Forms). The commentary shall include explicit cross-references to the relevant pages in the supporting materials included in the bid. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the bid, the item-by-item commentary shall prevail;

Providing Comprehensive Communication Solution with Redundancy for five years to DMD, BMC

- iv. support material (e.g., product literature, white papers, narrative descriptions of technologies and/or technical approaches), as required and appropriate; and
 - v. any separate and enforceable contract(s) for Recurrent Cost items which the BDS ITB – Bid Prices required Bidders to bid.
- c. References to brand names or model numbers or national or proprietary standards designated by the BMC in the bidding documents are intended to be descriptive and not restrictive. The Bidder may substitute alternative brand/model names or standards in its bid, provided that it demonstrates to the BMC's satisfaction that the use of the substitute(s) will result in the Communication System being able to perform substantially equivalent to or better than that specified in the Technical Requirements.
 - d. For major items of the Communication System as listed by the BMC in Section - Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its Bid information establishing compliance with the requirements specified by the BMC for these items. Quoted rates and prices will be deemed to apply to whichever subcontractor is appointed, and no adjustment of the rates and prices will be permitted.
 - e. The Bidder shall be responsible for ensuring that any subcontractor proposed complies with the requirements of ITB – Eligible Bidder, and that any goods or services to be provided by the subcontractor comply with the requirements of this ITB.

16. Bid Prices

- a. All Goods and Services identified in the Section – BMC's Requirements, and all other Goods and Services proposed by the Bidder to fulfill the requirements of the Communication System, must be priced in the corresponding commercial bid, in accordance with the instructions provided in the manner specified below.
- b. The Bidder must also bid Recurrent Cost Items specified in the Technical Requirements, in Section – BMC's Requirements (if any). These must be priced separately in the corresponding commercial bid, in accordance with the instructions provided in the tables and in the manner specified below:
 - i. prices for Recurrent Costs are all-inclusive of the costs of necessary Goods such as spare parts, software license renewals, labor, etc., needed for the continued and proper operation of the Communication System and, if appropriate, of the Bidder's own allowance for price increases;
 - ii. prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in GCC Clause – Defect Liability shall be quoted as Service prices on the Recurrent Cost Sub-Table in detail.
- c. Bidders may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables
- d. The price of items that the Bidder has left blank in the cost tables provided in the commercial bid shall be assumed to be included in the price of other items. Items

Providing Comprehensive Communication Solution with Redundancy for five years to DMD, BMC omitted altogether from the cost tables shall be assumed to be omitted from the bid and, the bid in such case shall be treated as non responsive.

- e. The prices must include all costs incidental to the performance of the Services, as incurred by the Supplier, such as travel, subsistence, office support, communications, translation, printing of materials, etc. Costs incidental to the delivery of the Services but incurred by the BMC or its staff, or by third parties, must be included in the price only to the extent such obligations are made explicit in these bidding documents (as, e.g., a requirement for the Bidder to include the travel and subsistence costs of trainees).
- f. The prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to increases on any account. Bids submitted that are subject to price adjustment will be rejected.

17. Currencies of Bid and Payment

- a. The currency(ies) of the Bid and currencies of payment shall be the same. The Bidder shall quote in the currency of Indian Rupee (INR).

18. Period of Validity of Bids

- a. Bids shall remain valid for the period specified **in the BDS** after the Bid submission deadline prescribed by the BMC in accordance with ITB - Deadline for Submission of Bids. A Bid valid for a shorter period shall be rejected by the BMC as nonresponsive.
- b. In exceptional circumstances, prior to the expiration of the Bid validity period, the BMC may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB – Bid Security, it shall also be extended for thirty days (30) beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its
- c. Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

19. Bid Security

- a. The Bidder shall furnish as part of its Bid, a Bid Security as specified **in the Bid Notice / E-Procurement Notice**, in the amount and currency specified **in the Bid Notice / E-Procurement Notice**.
- b. If a Bid Security is specified pursuant to this ITB, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the BMC as non-responsive.
- c. If a Bid Security is specified pursuant to this ITB, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB – Performance Security.
- d. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
- e. The Bid Security may be forfeited:

Providing Comprehensive Communication Solution with Redundancy for five years to DMD, BMC

- i. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid; or
 - ii. if the successful Bidder fails to:
 1. sign the Contract in accordance with ITB – Signing of Contract; or
 2. furnish performance security in accordance with ITB – Performance Security.
- ~~f. The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB – Eligible Bidders and ITB – Documents Comprising the Bid.~~
- g. If a Bid Security is not required **in the BDS**, and;
- i. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB – Period of Validity of Bids; or
 - ii. if the successful Bidder fails to: sign the Contract in accordance with ITB – Signing of Contract; or furnish a Performance Security in accordance with ITB – Performance Security;

the BMC may, if provided for **in the BDS**, declare the Bidder disqualified to be awarded a contract by the BMC for a period of time as stated in the BDS.

For participating in bidding process, bidders are required to deposit Earnest Money Deposit (EMD) through the payment gateways while submitting the bids. In BMC tenders in some cases as per the relevant clause of tender, 10% of EMD amount has to be forfeited. Further, in some cases, for more than 2 curable-defects shortfalls, 2% of EMD per instance is forfeiture. However, in Mahatender System, there is no such provision of partial forfeiture of EMD amount. Hence, the existing condition of partial forfeiture of EMD elaborated above needs to be modified. Further, the work of modifying Standard Bid Document of BMC under chairmanship of DMC (Infra) is under progress. Final decision regarding partial forfeiture of EMD will be taken by the committee. However, till then, to streamline the process of bidding, interim instructions regarding EMD are as follows;

1) **If non-responsive;**

If the bidder is found non-responsive after scrutiny of packet 'A' / 'B', in such circumstances, **the bidder will be made non-responsive and financial packet 'C' of non-responsive bidder will not be opened. However, there will not be any forfeiture of EMD.**

2) **Shortfalls:-**

Maximum 5 shortfalls of curable defects shall be allowed and in case curable defects are not complied by bidder within given time period, the bidder shall be treated as '**Non-Responsive**' & such cases will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as '**Intentional Avoidance**' and if three or more cases in 12 months are re-reported, shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken by the registration department with due approval of the concerned AMC.

Note:

I. Curable Defect shall mean shortfalls in submission such as:

a. Non-submission of following documents,

- i. **Valid Registration Certificate**
- ii. **Valid Bank Solvency**
- iii. **Goods & Service Tax Registration Certificate (GST)**
- iv. **Certified Copies of PAN documents and photographs of individuals, owners, etc**
- v. **Partnership Deed and any other documents**
- vi. **Undertakings/Forms/Affidavits as mentioned in the tender document.**

b. No proper submission of experience certificates and other documents, etc.

II. Non-curable Defect shall mean

a. In-adequate submission of EMD/ASD amount,

b. In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.

20. The Bid security of successful bidder will be discharged when the bidder has signed the agreement and / or furnish the required Security Deposit as elaborated in Standard Bid Document. Format and Signing of Bid

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

D. Submission and Opening of Bids

21. Submission of Bids

- a. The Bid documents listed above shall be submitted in three folders as following:
 - i. Folder 1 / Packet A & B– Letter of Bid, Documentary Evidence of Online Payment of Bid Security on e-Tendering System, Authorization, Bidder's Eligibility&Documentary evidence of Qualifications and Conformity`
 - ii. Folder 2 / Packet C –Price Schedule to be duly filled in the online form of commercial offer on e-Tendering System of BMC. **Bidder shall NOT disclose the rates / prices quoted in any other Bid document.**

22. Deadline for Submission of Bids

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

23. Late Bids

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

24. Withdrawal, Substitution and Modification of Bids

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

25. Bid Opening

- a. BMC shall conduct the Bid opening in public, in the presence of Bidders' designated representatives and anyone who chooses to attend, and at the address, date and time specified **in the BDS.**
- b. The BMC shall neither discuss the merits of any Bid nor reject any Bid.
- c. The BMC shall prepare a record of the Bid opening that shall include, as a minimum:
 - i. the Bid Price, per lot if applicable, including any discounts;
 - ii. the presence or absence of a Bid Security
- d. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

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

27. Clarification of Bids

- a. To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, BMC may, at BMC's discretion, ask any Bidder for clarification of its Bid including breakdowns of the prices in the Price Schedule, and other information that BMC may require. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by BMC shall not be considered. BMC's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted.
- b. If a Bidder does not provide clarifications of its Bid by the date and time set in BMC's request for clarification which is three days from the date of BMC's request letter, its Bid may be rejected.

28. Deviations, Reservations, and Omissions

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

29. Determination of Responsiveness

- a. BMC's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB – Documents Comprising the Bid.
- b. A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - i. if accepted, would:
 1. affect in any substantial way the scope, quality, or performance of the Services specified in the Contract; or
 2. limit in any substantial way, inconsistent with the bidding document, BMC's rights or the Bidder's obligations under the Contract; or
 - ii. if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- c. BMC shall examine the technical aspects of the Bid submitted in accordance with ITB - Documents Establishing Conformity of Services and ITB - Documents Establishing the Eligibility and Qualifications of the Bidder, in particular, to confirm that all requirements of Section - BMC's Requirements have been met without any material deviation or reservation, or omission.

Providing Comprehensive Communication Solution with Redundancy for five years to DMD, BMC

- d. To be considered for Contract award, Bidders must have submitted Bids:
 - i. for which detailed Bid evaluation using the same standards for compliance determination as listed in ITB - Deviations, Reservations, and Omissions and this ITB confirms that the Bids are commercially and technically responsive, and include the hardware, Software, related equipment, products, Materials, and other Goods and Services components of the Communication System in substantially the full required quantities for the entire Communication System, the individual Subsystem; and are deemed by the BMC as commercially and technically responsive; and
 - ii. that offer Information Technologies that are proven to perform up to the standards promised in the bid by having successfully passed the performance, benchmark, and/or functionality tests the BMC may require, pursuant to ITB Eligibility and Qualification of the Bidder.

30. Nonconformities, Errors, and Omissions

- a. Provided that a Bid is substantially responsive, the BMC may waive any nonconformity in the Bid that does not constitute a material deviation, reservation, or omission.
- b. Provided that a Bid is substantially responsive, BMC may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities 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.

31. Evaluation of Bids

- a. The BMC shall use the criteria and methodologies listed in this ITB and Section - Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the BMC shall determine the responsive bids.
- b. **Preliminary Examination**
 - i. The BMC will examine the bids, to determine whether required sureties have been furnished, and are substantially complete (e.g., not missing key parts of the bid or silent on excessively large portions of the Technical Requirements).
- c. **Technical Evaluation**
 - i. The BMC will examine the information supplied by the Bidders Pursuant to ITB – Documents Comprising the Bid and ITB – Documents Comprising the Conformity of the Communication System, and in response to other requirements in the Bidding document, taking into account the following factors:
 - 1. Overall completeness and compliance with the Technical Requirements; and deviations from the Technical Requirements.
 - 2. suitability of the Communication System offered in relation to the conditions prevailing at the site; and the suitability of the implementation and other services proposed, as described in the Preliminary Project Plan included in the bid;

Providing Comprehensive Communication Solution with Redundancy for five years to DMD, BMC

3. achievement of specified performance criteria by the Communication System;
 4. compliance with the time schedule called for by the Implementation Schedule and any alternative time schedules offered by Bidders, as evidenced by a milestone schedule provided in the Preliminary Project Plan included in the bid;
 5. type, quantity, quality, and long-term availability of maintenance services and of any critical consumable items necessary for the operation of the Communication System;
 6. any other relevant technical factors that the BMC deems necessary or prudent to take into consideration;
 7. any proposed deviations in the bid to the contractual and technical provisions stipulated in the bidding documents.
- ii. If specified **in the BDS**, the BMC's evaluation of responsive Bids will take into account technical factors, in addition to cost factors. An Evaluated Bid Score (B) will be calculated for each responsive Bid using the formula, specified in Section - Evaluation and Qualification Criteria, which permits a comprehensive assessment of the Bid cost and the technical merits of each Bid
- d. **Economic (Commercial) Evaluation**
 - i. To evaluate a Bid, the BMC shall consider the following:
 1. the Bid price, quoted by the bidder inclusive of all taxes, duties, levies and fees.
 - e. The BMC will evaluate and compare the Bids that have been determined to be substantially responsive, pursuant to ITB – Determination of Responsiveness. The evaluation will be performed assuming that the Contract will be awarded to the technically responsive and commercially lowest bidder for the entire Communication System;

32. Comparison of Bids

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

33. Abnormally Low Bids

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

34. Eligibility and Qualification of the Bidder

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

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

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

F. Award of Contract

36. Award Criteria

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

37. Notification of Award

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

38. Signing of Contract

- a. BMC shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement.
- b. The successful Bidder shall sign, date and return to BMC, the Contract Agreement within thirty (30) days of its receipt.

39. Failure to Agree with the Terms and Conditions of the RFB

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFB shall constitute sufficient grounds for the annulment of the award, in which event BMC may award the contract to the next best value Bidder or call for new proposals from the interested Bidders.

In such a case, the BMC shall forfeit the Bid Security of the selected Bidder.

40. Performance Security

- a. Within thirty (30) days of the receipt of the Letter of Acceptance from BMC, the successful Bidder shall furnish the Performance Security in accordance with the relevant GCC, using for that purpose the Performance Security Form included in Section – Bidding Forms. The Performance Security shall be valid for a period as mentioned in **BDS**.
- b. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event BMC may award the Contract to the Bidder offering the next Most Advantageous Bid.
- c. A penalty of Rs 5000/- per day will be applicable for non-compliances/non submission of contractual documents including Performance Security, Legal & Stationery Charges, Stamp Duty, etc after (30) days of the receipt of the Letter of Acceptance from BMC.

41. Legal, Stationery Charges & Stamp Duty

- a. Within thirty (30) days of the receipt of the Letter of Acceptance from BMC, the successful Bidder shall furnish the Legal & Stationery Charges, using for that purpose the table given in Section – Bidding Forms or revised Legal and Stationery Charges published by BMC from time to time and effective on the date of issuance of the Notification of Award. The successful Bidder shall note that stationery charges as given in the relevant table shall be recovered from the successful Bidder for supply of requisite prescribed forms for preparing certificate bills in respect of the work.

Providing Comprehensive Communication Solution with Redundancy for five years to DMD, BMC

- b. Within thirty (30) days of the receipt of the Letter of Acceptance from BMC, the successful Bidder shall pay Stamp Duty, in accordance with the provisions of Article 63, Schedule I of Bombay Stamp Act 1958, using for that purpose the table given in Section – BiddingForms or revised Stamp Duty Charges published by the Government from time to time and effective on the date of issuance of the Notification of Award.
- c. BMC shall recover shortfall if any, in the amount of Stamp Duty paid by the successful Bidder and shall deposit the shortfall amount to Superintendent of Stamp, Mumbai within fifteen (15) days from the intimation of notice of short payment of Stamp Duty.

42. BMC's Right to Vary Quantities at Time of Award

- a. BMC reserves the right at the time of Contract award to increase or decrease, by the twenty (20) percentage(s) for items as indicated in the Price Schedule.

43. Grievance Redressed Mechanism

BMC has formed a Grievance Redressal Mechanism for redressal of Bidder's grievances. Any Bidder or prospective Bidder aggrieved by any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, in Packet 'A', 'B' & 'C' can make an application for review of decision of responsiveness in Packet 'A', 'B' & 'C' within a period of 7 days or any such other period, as may be specified in the Bid document.

While making such an application to procuring entity for review, aggrieved Bidders or prospective bidders shall clearly specify the ground or grounds in respect of which he feels aggrieved.

Provided that after declaration of a bidder as a successful in Packet 'A' (General Requirements), an application for review may be filed only by a bidder who has participated in procurement proceedings and after declaration of successful bidders in Packet 'B' (Technical Bid), an application for review may be filed only by successful bidders of Packet 'A'. Provided further that, an application for review of the financial bid can be submitted, by the bidder whose technical bid is found to be acceptable / responsive.

Upon receipt of such application for review, BMC may decide whether the bid process is required to be suspended pending disposal of such review. The BMC after examining the application and the documents available to him, give such reliefs, as may be considered appropriate and communicate its decision to the Applicant and if required to other bidders or prospective bidders, as the case may be.

BMC shall deal and dispose of such applications as expeditiously as possible and in any case within 10 days from the date of receipt of such application or such other period as may be specified in pre-qualification document, bidder registration document or bid documents, as the case may be.

Where BMC fails to dispose of the application within the specified period or if the bidder or prospective bidder feels aggrieved by the decision of the procuring entity, such bidder or prospective bidder may file an application for redressal before the "Internal Procurement Redressal Committee" within 7 days of the expiry of the allowed time or of the date of receipt of the decision, as the case may be. Every such application for internal redressal before Redressal Committee shall be accompanied by fee of Rs. 25,000/- and fees shall be paid in the form of D.D. in favor of BMC.

1st Appeal by the bidder against the decision of C.E. / HOD / Dean can be made to concerned DMC / Director who should decide appeal in 7 days.

If not satisfied, 2nd Appeal by the bidder can be made to concerned A.M.C. for decision.

Grievance Redressal Committee (GRC) is headed by concerned D.M.C. / Director of particular department for the first appeal / grievances by the bidder against the decision for responsiveness / non responsiveness in Packet 'A', Packet 'B' or Packet 'C' and if not satisfied, concerned A.M.C. will take decision as per second appeal made by the bidder.

This Grievance Redressal Committee (GRC) will be operated through DMC (CPD) office where appeals of aggrieved bidder will be received with fee of Rs. 25,000/- from aggrieved bidder. The necessary correspondence in respect of said applications to the aggrieved bidder & concerned department, issuing notices, arranging of Grievance Redressal Committee (GRC) with D.M.C. and further proceeding will be carried out through registrar appointed by BMC.

Providing Comprehensive Communication Solution with Redundancy for five years to DMD, BMC
No application shall be maintainable before the redressal committee in regard of any decision of the BMC relating to following issues

Determination of need of procurement

The decision of whether or not to enter into negotiations

Cancellation of a procurement process for certain reasons

On receipt of recommendation of the committee, it will be communicate his decision there on to the Applicant within 10 days or such further time not exceeding 20 days, as may be considered necessary from the date of receipt of the recommendation and in case of non-acceptance of any recommendation, the reason for such non acceptance shall also be mentioned in such communication.

Additional Municipal Commissioner and / or Grievance Redressal Committee, if found, come to the conclusion that any such complaint or review is of vexatious, frivolous or malicious nature and submitted with the intention of delaying or defeating any procurement or causing loss to the procuring entity or any other bidder, then such complainant shall be punished with fine, which may extend to Five Lac rupees or two percent of the value of the procurement, whichever is higher.

44. Disclaimer

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

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

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

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

Section II - Bid Data Sheet (BDS)

ITB Clause No.	Information	Details
A. General		
3.	Number of members allowed in JV/Consortium/Sub-Contracting	Joint Venture or Consortium will NOT be allowed to participate in the bidding for the subject work.
C. Preparation of Bids		
18.	Bid Validity Period	180 Calendar Days from the Date of Submission of Bid
D. Submission and Opening of Bids		
25.	Date, time, and venue of opening of Pre-qualification and Technical covers received in response to the E-Procurement Notice	12-09-2025 after 1500 Hrs. Office of Chief Officer (DM & CCRS), 2nd Floor, Extension Building, Municipal Head Office, Mahapalika Marg, Fort, Mumbai – 400 001
25.	Date, time, and venue of technical presentations by qualified bidders	Will be informed later Office of Chief Officer (DM & CCRS), 2nd Floor, Extension Building, Municipal Head Office, Mahapalika Marg, Fort, Mumbai – 400 001
25.	Date, time, and venue of opening of financial cover received in response to the E-Procurement Notice	Will be informed later Office of Chief Officer (DM & CCRS), 2nd Floor, Extension Building, Municipal Head Office, Mahapalika Marg, Fort, Mumbai – 400 001
E. Award Criteria		
40.	Performance Security	5% of the contract value valid upto the entire contract period + 6Months (including defect liability period or payment of final bill whichever is later), within 30 days from the date of the award of the contract or prior to signing of the contract whichever is earlier or as intimated in the notification of intention to award/work order issued by BMC.

BRIHANMUMBAI MUNICIPAL CORPORATION

Department: Chief Officer (DISASTER MANAGEMENT DEPARTMENT)

Chief Officer/ T-06/ DM dtd 21-08-2025

E-Tender No.	Chief Officer/ T-06/ DM dtd 21-08-2025
Name of Organization	Brihanmumbai Municipal Corporation
Subject	Providing Comprehensive Communication Solution with Redundancy for five years to Disaster Management Department.
Tender ID	2025_MCGM_1212245_1
Tender Scrutiny Fees	Rs.30,250/- + 9% CGST + 9%SGST
Earnest Money Deposit	Rs.59,65,000/- (through payment gateways of GOM on URL https://mahatenders.gov.in)
Date of issue of Tender Document	21-08-2025 from 06:00 PM
Pre Bid Meeting	28-08-2025 at 3:00PM
End Date and Time of Bid Submission	11-09-2025 Upto 03:00 PM
End date & time for receipt of EMD	11-09-2025 Upto 03:00 PM
Opening of The 'Folder ONE - Technical Bid' (Folder "A"&"B" will be considered as 'Folder one-Technical Bid')	12-09-2025 at 03:00 PM
Opening of The 'Folder TWO Financial Bid'	will be informed later
Website	https://portal.mcgm.gov.in
Name of Contact Person	1.Sainath Doiphode, SE (DMU)– 022 61234110 2. Shubham Pagariya SE(DMU)-022 61234221
Address for Communication & pre bid meeting	Office of the Chief Officer (DMU), BMC Headquarters, 2 nd floor, Annexe Building, Mahapalika Marg, Mumbai-400001 P:022-61234000 / 22694725/27 Email ID: co.dm@mcgm.gov.in
Venue for opening of bid	On Line at above address

Note-All prospective bidders shall note that corrigendum (if any) in regards of this work will be published on 'mahaetender portal' only.

Sd/-
Chief Officer
(DMP & CCRS)

Section III - Evaluation and Qualification Criteria

BMC will evaluate and compare the Bids that have been determined to be substantially responsive, pursuant to ITB - Evaluation of Bids.

1. Evaluation of Prequalification

The prequalification bids shall be evaluated for submission and conformance of all documents with respect to prequalification criteria mentioned in this section.

Factor	1. Eligibility		
Sub-Factor	Criteria		Documentation Required
	Requirement	Bidder / SI	
1.1 Registered Legal Entity	<p>The following entities will be allowed to participate in the bid process:</p> <ol style="list-style-type: none"> 1. Companies registered under the Indian Companies Act, 2013 2. Partnership firms registered under the Limited Liability Partnerships (registered under LLP Act, 2008) 3. Partnership firms registered under the Indian Partnership Act, 1932 	Must meet requirement	<p>a. Bidder / SI Information & b. Bidder / SI's JV /Consortium MembersInformation (if applicable), c. Copy of Certificate of Incorporation signed by Authorized Signatory of the Bidder / SI/ certified deed of partnership</p>
1.2 Conflict of Interest	No- conflicts of interests - Eligible Bidder / SIs .	Must meet requirement	Letter of Bid
1.3 BMC Ineligibility	Not having been declared ineligible by the BMC - Eligible Bidder / SIs .	Must meet requirement	Letter of Bid
1.4 Debarment	The Bidder / SI should not have been blacklisted by any Central/State Government Organization or Department in India at the time of submission of the bid.	Must meet requirement	Declaration by the Bidder / SI
1.5 State owned Entity	Compliance with conditions of State-Owned Entity –Eligible Bidder / SIs	Must meet requirement	Bidder / SI Information or Bidder / SI's JV/Consortium Member Information (if applicable), with attachments
1.6 Power of Attorney	Compliance with conditions of RFP - Documents Comprising the Bid	Must meet requirement	Power of Attorney in favour of lead Bidder / SI/ authorized person
1.7 Local Office	The Bidder / SI should have or shall be ready to set up a project office in Mumbai Metropolitan Region (MMR).	Must meet requirement	<p>Rental Agreement/ Utility Bill in the name of the company/Sale Deed OR Declaration that the office will be set-up within a period of 30 calendar days from the date of issuance of Letter of Intent (LoI).</p>
Factor	2. Financial Situation		

Providing Comprehensive Communication Solution with Redundancy for five years to DMD, BMC

2.1 Historical Financial Performance	Submission of audited balance sheets, other financial statements acceptable to the BMC, for the last Three [3] financial years (2021-2022, 2022-2023, 2023-2024) to demonstrate the current soundness of the Bidder / SIs financial position and its prospective long-term profitability.	Must meet requirement	Historical Financial Performance, with attachments of Certificate from the Chartered Accountant clearly stating the net worth
	The Bidder / SI must have a positive net worth as on date of bid submission		
2.2 Average Annual Turnover from System Integration Projects	The bidder/SI should have minimum average annual turnover of 176 Crores , from system integration contracts in the last three (3) years	Must meet requirement	Average Annual Turnover from System Integration Projects, along with details of Extracts from the audited balance sheet and profit & loss; OR Certificate from the statutory auditor/ Chartered Accountant
Factor	3 Experience		
3.1 General Experience	Bidder/SI should have Experience with central/state government organizations, municipal corporations, and critical infrastructure projects.	Must meet requirement	General Experience
a 3.2.1 Specific Experience	<p>The bidder/SI should have experience of "Supply, installation, testing & commissioning (SITC) of IT Infrastructure including Network components, optical fibre components in System Implementation contracts" in the last Seven years.</p> <ul style="list-style-type: none"> • One Project of minimum contract value of 28.16 Crores or • Two Projects, each of minimum contract value of 21.10 Crores or • Three Projects, each of minimum contract value of 14.08 Crores 	Must meet requirement	<p>Specific Experience along with Completion certificates certified by the client OR</p> <p>Work order + Self certificate of completion (Certified by the statutory auditor / Chartered Accountant);</p> <p>OR</p> <p>Work Order + Phase Completion Certificate from the client</p>
3.2.2 Project Cost Experience	<p>The Bidder / SI in the last Seven years (as on date of Submission of bid) must have executed similar project.</p> <p>Similar project means: Supply, Installation & Configuration of Network Infrastructure (Switches/Router/SDWAN including passive components etc.) for min. 75 Location in single Work Order</p>	Must meet requirement	<p>Specific Experience along with Completion certificates certified by the client OR</p> <p>Work order + Self certificate of completion (Certified by the statutory auditor / Chartered Accountant);</p> <p>OR</p> <p>Work Order + Phase Completion Certificate from the client</p>
Factor	4 Certifications & Registrations		
4.1 Certification	1. Bidder / SI must have following certifications: -	Must meet requirement	Copy of the Valid Certificate signed and stamped by the

ns	ISO 9001, ISO 27001, ISO/IEC 20000, CMMi 3 or above		Authorized Signatory of the Bidder / SI.
4.2 GST Registration	Valid GST Registration and Income Tax Permanent Account Number (PAN)	Must meet requirement	Copy of GST registration number and PAN card
4.3 OEM/ISP Authorization	The Bidder must provide Authorization from ISP for its services. Also, The bidder/Its ISP must provide MAF from Original Equipment Manufacturer (OEM) of the Computer/Network Hardware.	Must meet requirement	Authorization Form (MAF) from all OEMs& ISP for its services

[1] For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, and role and responsibilities shall be considered to meet this requirement.

In the case of a Bidder who offers to supply and install major items of supply under the contract that the Bidder did not manufacture or otherwise produce, the Bidder shall provide the manufacturer's authorization, using the form provided in Section – Bidding Forms, showing that the Bidder has been duly authorized by the manufacturer or producer of the related sub system or component to supply and install that item to BMC. The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of ITB – Qualification of the Bidder and ITB – Sections of Bidding Document and meets the minimum criteria listed above for that item.

2. Evaluation of Technical & Commercial Bid

- 2.1. The Technical Bids of only those Bidders, who qualify in the Pre-Qualification (and/or Technical Qualification) stage, shall be considered and will be evaluated as per the evaluation criteria in this clause. The Bid Evaluation Committee (BEC) shall invite each Bidder to make a presentation cum-demonstration as part of the technical evaluation.
- 2.2. The BEC may require written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents (to be stated precisely as it should be in BMC's interest). For more details, please refer ITB - Clarification of Bids.
- 2.3. In order to qualify technically, a Bid must secure a minimum of 75% of total marks in technical evaluation after summing up. Only those Bids which have a minimum score of 75% of total marks in technical evaluation will be considered for opening of their Commercial Bid. Only the Bids qualifying the technical evaluation will be considered for commercial evaluation.
- 2.4. BMC reserves the right to lower the minimum required marks if none of the Bidders achieves 75% of the total marks.
- 2.5. Only the Bids qualifying the technical evaluation will be considered for commercial evaluation.
- 2.6. Technical Evaluation of the bids would be carried as follows:
 - 2.6.1. BMC shall appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the pre-qualification, technical and commercial bids received.
 - 2.6.2. The BEC will examine the Bids to determine whether they are complete, responsive and whether the bid format conforms to the bid requirements. BMC may waive any informality or non-conformity in a bid which does not constitute a material deviation according to BMC.
 - 2.6.3. The bid prices should not be mentioned in any part of the bid other than the Commercial Bid.
 - 2.6.4. Any attempt by a bidder to influence the bid evaluation process may result in the rejection of Bid.

Providing Comprehensive Communication Solution with Redundancy for five years to DMD, BMC

2.6.5. The Technical Bids of only those Bidders, who qualify & meet all the criteria in the Pre-Qualification stage, shall be considered, and will be evaluated as per the evaluation criteria given in the section below by the Bid Evaluation Committee (BEC).

2.6.6. The BEC may require written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid.

2.7. Technical Evaluation of the bids would be carried as follows:

#	Parameter	Evaluation Points	Max Marks	Documents required
1	Financial Experience: The bidder/SI should have minimum average annual turnover of 176 Crores , from system integration contracts in the last three (3) years	Bidders / SI Average Annual Turnover 1. More than 200 Crores: 20 Marks 2. 176 Crores to 200 Crores: 15 Marks	20	Form General Experience along with Completion certificates from the client; OR Work order + Self certificate of completion (Certified by the statutory auditor / Chartered Accountant); OR Work Order + Phase Completion Certificate from the client Bidder / SI should also submit a certification from the client confirming the value of the project.
2	The Bidder / SI in the last five years (on the date of Submission) must have executed similar project. Similar project means: Supply, Installation & Configuration of Network Infrastructure (Switches/Router/SDWAN including passive components etc.) for min. 75 Location in single Work Order	1. One project with 101 to 200 Locations in single work order: 25 marks 2. One project with a 76 to 100 Locations in single work order: 15 marks. 3. One Project with Min. 75 Locations in single order: 10 marks	25	Form Specific Experience along with Completion certificates from the client; OR Work order + Self certificate of completion (Certified by the statutory auditor / Chartered Accountant); OR Work Order + Phase Completion Certificate from the client Bidder / SI should also submit a certification from the client confirming the same
3	Bidder / SI / Its ISP in the last seven [7] years prior to the applications submission deadline having experience of Supply, installation, testing & commissioning of Network components along with IP Telephony/cloud telephony in Govt./ PSU/ State Govt./Municipal Corporation.	1. More than 3 Projects: 10 marks 2. 3 or less than 3 projects: 5 marks	10	Form Specific Experience along with Completion certificates from the client; OR Work order + Self certificate of completion (Certified by the statutory auditor / Chartered Accountant); OR Work Order + Phase Completion Certificate from the client Bidder / SI should also submit a certification from the client confirming the same

Providing Comprehensive Communication Solution with Redundancy for five years to DMD, BMC

4	<p>Specific Experience - The bidder/SI should have experience of "Supply, installation, testing & commissioning (SITC) of IT infrastructure including Network components, optical fibre components in System Implementation contracts" in the last Seven years.</p> <ul style="list-style-type: none"> • One Project of minimum contract value of 28.16 Crores or • Two Projects, each of minimum contract value of 21.10 Crores or • Three Projects, each of minimum contract value of 14.08 Crores 	<p>For each project with</p> <p>1. One single work order of Rs 28.16 Cr -20 Marks</p> <p>Or</p> <p>2. Two work order of each value of Rs 21.10 Cr -12 Marks</p> <p>Or</p> <p>3. Three work order of each value of Rs 14.08 Cr- 7 Marks</p>	20	<p>Form Specific Experience along with Completion certificates certified by the client; AND Work order + Self certificate of completion (Certified by the statutory auditor / Chartered Accountant); OR Work Order + Phase Completion Certificate from the client</p>
5	<p>Bidder / SI's Quality certifications</p>	<p>1. ISO 9001, ISO 27001, ISO/IEC 20000, ISO 22301, CMMi 3 & above: 10 Marks</p> <p>2. ISO 9001, ISO 27001, ISO/IEC 20000, CMMi3: 5 Marks</p>	10	<p>Bidder / SIs should submit certificates. These certificates should be valid as of date of this Bid submission</p>
6	<p>Implementation Approach and Methodology: - Every Bidder / SI may be given a timeslot of 60 minutes (if required) to demonstrate the proposed Information system implementation including design, configuration, operations and maintenance of applications on such platform.</p>	<p>Bidder / SI should provide</p> <p>1.Understanding of the project</p> <p>2.Transition Plan</p> <p>3.Technical Approach and Methodology</p> <p>4.Solution Proposed</p> <p>5.Project Plan</p> <p>6.Capacity Building Plan</p> <p>7.Exit Plan</p>	15	<p>Technical proposal and or Presentation as a part of technical bid</p>

Section IV- Bidding Forms

1. Letter of Bid

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

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

To:

Department Office Address:

We, the undersigned, declare that:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda/ Corrigendum issued in accordance with ITB - Sections of Bidding Document;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB – Eligible Bidders;
- (c) **Bid-Securing Declaration:** We havenot been suspended nor declared ineligible by the BMC / State Government / Central Government based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in India in accordance with ITB – Eligible Bidders;
- (d) **Conformity:** We offer to provide the Services in conformity with the bidding document of the following: Selection of System Integrator for Implementation of services for BMC;
- (e) **Bid Validity Period:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB – Period of Validity of Bids]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- (g) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB – Eligible Bidders, other than alternative Bids submitted in accordance with ITB – Alternative Bids;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the BMC. Further, we are not ineligible under the Indian laws;
- (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB - Eligible Bidders];*
- (j) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and

Providing Comprehensive Communication Solution with Redundancy for five years to DMD, BMC

- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

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

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

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

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

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

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

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

2. Bidder Information Form

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

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

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

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's country of registration: <i>[insert country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are [scanned] copies of original documents of <i>[check the box(es) of the attached original documents]</i> <ul style="list-style-type: none">• Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB – Eligible Bidders.• In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB – Eligible Bidders.• In case of state-owned enterprise or institution, in accordance with ITB – Eligible Bidders, documents establishing:<ul style="list-style-type: none">○ Legal and financial autonomy○ Operation under commercial law○ Establishing that the Bidder is not under the supervision of the agency of the BMC
8. Included are the list of Board of Directors and organizational chart

3. Bidder's JV / Consortium Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

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

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

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV / Consortium Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV / Consortium Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV / Consortium Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV / Consortium Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV / Consortium Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> " Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB - Qualification of the Bidder. " In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and they are not under the supervision of BMC in accordance with ITB – Qualification of the Bidder. " Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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

(On Stamp Paper of Rs 500)

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

DECLARATION CUM-INDEMNITY BOND

Date: dd/mm/yyyy

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

1) I declared that I have submitted certificates as required to Executive Engineer (Monitoring) at the time of registration of my firm / company _____ and there is no change in the contents of the certificates that are submitted at the time of registration.

2) I declared that I _____ in capacity as Manager / Director / Partners / Proprietors of _____ has not been charged with any prohibitory and /or penal action such as demotion, suspension, black listing / de-registration or any other action under the law by any Government and / or Semi Government and/ or Government Undertaking.

3) I declared that, I have perused and examined the tender document including addendum, condition of contract, specification, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender documents at the rates quoted by me in capacity as _____ of _____.

4) I further declared that if, I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, BMC is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.

5) I also declared that I will not claim any charge / damages / compensation for non availability of site for the contract work at any time.

6) I Indemnify Municipal Commissioner and the other officers of BMC or their agents for any Damages, Loss, or Injury, any legal suit, proceeding or legal action whatsoever that may be caused at any time by me or any other staff of _____ company, for the work undertaken and all such damage, damages, injury or loss, legal suit, legal action, I shall be solely responsible in individual as well as official capacity and such loss, damages, injury shall be made good and/ or as the case may be shall be paid immediately by me / Company to the satisfaction of the BMC.

Dated _____ day of _____, 20__

Identified by me

Before me

Advocate

5. Historical Financial Performance

Bidder's Legal Name: _____ Date: _____

JV Member Legal Name: _____ RFB No.: _____

Page _____ of _____ pages

To be completed by the Bidder and, if JV, by each member

Financial information in INRequivalent	Historic information for previous _____ () years (INR equivalent in Lakhs)						
	Year 1	Year 2	Year 3	Year ...	Year n	Avg.	Avg. Ratio
Information from Balance Sheet							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
Information from Income Statement							
Total Revenue (TR)							
Profits Before Taxes (PBT)							

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

- Must reflect the financial situation of the Bidder or member to a JV, and not sister or parent companies
- Historic financial statements must be audited by a certified accountant
- Historic financial statements must be complete, including all notes to the financial statements
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

6. Average Annual Turnover

Bidder's Legal Name: _____ Date: _____
JV Member Legal Name: _____ RFB No.: _____
Page _____ of _____ pages

Annual turnover data (applicable activities only)		
Year	Amount and Currency	INR equivalent
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
*Average Annual Construction Turnover	_____	_____

*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section - Evaluation and Qualification Criteria.

7. Experience - General Experience

Bidder's Legal Name: _____

Date: _____

JV Member Legal Name: _____

RFB No.: _____

Starting Month Year	Ending Month Year	Years*	Contract Identification	Role Bidder	of
_____	_____	_____	Contract name: Brief Description of the Communication System performed by the Bidder: Name of Purchaser: Address:	_____	_____
_____	_____	_____	Contract name: Brief Description of the Communication System performed by the Bidder: Name of Purchaser: Address:	_____	_____
_____	_____	_____	Contract name: Brief Description of the Communication System performed by the Bidder: Name of Purchaser: Address:	_____	_____
_____	_____	_____	Contract name: Brief Description of the Communication System performed by the Bidder: Name of Purchaser: Address:	_____	_____
_____	_____	_____	Contract name: Brief Description of the Communication System performed by the Bidder: Name of Purchaser: Address:	_____	_____
_____	_____	_____	Contract name: Brief Description of the Communication System performed by the Bidder: Name of Purchaser: Address:	_____	_____

8. Specific Experience

Bidder's Legal Name: _____

Date: _____

JV Member Legal Name: _____

RFB No.: _____

Relevant IT project experience	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the successful completion of the projects	
Copy of Work Order	

9. Financial Proposal Template

Covering letter

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Subject: Submission of the Financial bid for <Provide Name of the Implementation Assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for <<Title of Implementation Services>> in accordance with your Request for Proposal dated <<Date>> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of<<Amount in words and figures>>. This amount is inclusive of the local taxes.

1. PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the RFB documents. All the prices and other terms and conditions of this Bid are valid for a period of <days> calendar days from the date of opening of the Bid.
- We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- We understand that the actual payment would be made as per the existing tax rates during the time of payment.
- **The tenderer shall quote inclusive of all taxes other than GST (Excluding GST), Levies, Duties, Cess etc as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice.**
- **Input tax credit of GST as available with the bidder will not be claim separately by BMC. However, while quoting the rates benefit of Input Tax Credit or exemptions shall be passed on to the BMC by way of equivalent reduction in quoted price.**

2. UNIT RATES

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

3. TENDER PRICING

- We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

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 Tender, 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 Section – BMC's Requirements. These prices are indicated Commercial Bid attached with our Tender as part of the Tender.

6. PERFORMANCE BANK GUARANTEE

- We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the <Appendix III> of this RFB document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We understand you are not bound to accept any Proposal you receive.

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

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory: Name of Firm:

Address:

10. Personnel Capabilities

Name of Bidder or partner of a Joint Venture

1.	Title of position
	Name of prime candidate
2.	Title of position
	Name of prime candidate
3.	Title of position
	Name of prime candidate
4.	Title of position
	Name of prime candidate

--	--

11. Candidate Summary

Name of Bidder or partner of a Joint Venture

Position		Candidate Y Prime Y Alternate
Candidate information	Name of candidate	Date of birth
	Professional qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	Telex
	Job title of candidate	Years with present Employer

Summarize professional experience over the last twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/ Position/Relevant technical and management experience

12. Manufacturer's Authorization form

Note: This authorization should be written on the letterhead of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

Invitation for Bids Title and No.: [*Purchaser insert: **RFB Title and Number***]

To: [*Purchaser insert: **Purchaser's Officer to receive the Manufacture's Authorization***]

WHEREAS [*insert: **Name of Manufacturer***] who are official producers of [*insert: **items of supply by Manufacturer***] and having production facilities at [*insert: **address of Manufacturer***] do hereby authorize [*insert: **name of Bidder or Joint Venture***] located at [*insert: **address of Bidder or Joint Venture***] (hereinafter, the "Bidder") to submit a bid and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us:

We hereby confirm that, in case the bidding results in a Contract between you and the Bidder, the above-listed products will come with our full standard warranty.

Name [*insert: **Name of Officer***] in the capacity of [*insert: **Title of Officer***]

Signed _____

Duly authorized to sign the authorization for and on behalf of: [*insert: **Name of Manufacturer***]

Dated this [*insert: **ordinal***] day of [*insert: **month***], [*insert: **year***].

[*add Corporate Seal (where appropriate)*]

13. Subcontractor's Agreement

Note: This agreement should be written on the letterhead of the Subcontractor and be signed by a person with the proper authority to sign documents that are binding on the Subcontractor.

Invitation for Bids Title and No.: *[Purchaser insert: **RFB Title and Number**]*

To: *[Purchaser insert: **BMC's Officer to receive the Subcontractor's Agreement**]*

WHEREAS *[insert: **Name of Subcontractor**]*, having head offices at *[insert: **address of Subcontractor**]*, have been informed by *[insert: **name of Bidder or Joint Venture**]* located at *[insert: **address of Bidder or Joint Venture**]* (hereinafter, the "Bidder") that it will submit a bid in which *[insert: **Name of Subcontractor**]* will provide *[insert: **items of supply or services provided by the Subcontractor**]*. We hereby commit to provide the above-named items, in the instance that the Bidder is awarded the Contract.

Name *[insert: **Name of Officer**]* in the capacity of *[insert: **Title of Officer**]*

Signed _____

Duly authorized to sign the authorization for and on behalf of: *[insert: **Name of Subcontractor**]*

Dated this *[insert: **ordinal**]* day of *[insert: **month**]*, *[insert: **year**]*.

[add Corporate Seal (where appropriate)]

14. List of Proposed Subcontractors

#	Item	Proposed Subcontractor	Place of Registration & Qualification

15. Technical Capabilities

Name of Bidder or partner of a Joint Venture
--

The Bidder shall provide adequate information to demonstrate clearly that it has the technical capability to meet the requirements for the Communication System. With this form, the Bidder should summarize important certifications, proprietary methodologies, and/or specialized technologies that the Bidder proposes to utilize in the execution of the Contract or Contracts.

16. Format of the Technical Bid

In accordance with ITB – Documents Establishing Conformity of Services, the documentary evidence of conformity of the Communication System to the bidding documents includes (but is not restricted to):

- The Bidder's Preliminary Project Plan, including, but not restricted, to the topics specified in the BDS ITB – Documents Establishing Conformity of Services. The Preliminary Project Plan should also state the Bidder's assessment of the major responsibilities of BMC and any other involved third parties in System supply and installation, as well as the Bidder's proposed means for coordinating activities by each of the involved parties to avoid delays or interference.
- A written confirmation by the Bidder that, if awarded the Contract, it shall accept responsibility for successful integration and interoperability of all the proposed Information Technologies included in the System, as further specified in the Technical Requirements.
- Item-by-Item Commentary on the Technical Requirements demonstrating the substantial responsiveness of the overall design of the System and the individual Information Technologies, Goods, and Services offered to those Technical Requirements in the following format.

Technical Responsiveness Checklist

Sr. No.	Technical Requirement Details	Compliance Yes / No / Clarification if any

B	Functional, Architectural, Performance & Security Requirements	
1	Legal and Regulatory Requirements to be met by the Communication System	
1.1	Data Protection and Privacy Laws:	
	Comply with applicable data protection and privacy laws if any.	Yes
	Implement appropriate security measures to protect personal and sensitive information stored in the Communication System.	Yes
	Obtain necessary consent from individuals for the collection, storage, and processing of their personal data.	Yes
1.2	
1.3	...	

In demonstrating the responsiveness of its bid, the Bidder must use the Technical Responsiveness Checklist (Format as given above). Failure to do so significantly increases the risk that the Bidder's Technical Bid will be declared technically non-responsive. Among other things, the checklist should contain explicit cross-references to the relevant pages in supporting materials included the Bidder's Technical Bid.

Note:The Technical Requirements are voiced as requirements of the Supplier and/or the System. The Bidder's response must provide clear evidence for the evaluation team to assess the credibility of the response. A response of "yes" or "will do" is unlikely to convey the credibility of the response. The Bidder should indicate that – and to the greatest extent practical – how the Bidder would comply with the requirements if awarded the contract. Whenever the technical requirements relate to feature(s) of existing products (e.g., hardware or software), the features should be described, and the relevant product literature referenced. When the technical requirements relate to professional services (e.g., analysis, configuration, integration, training, etc.) some effort should be expended to describe how they would be rendered – not just a commitment to perform the [cut-and-paste] requirement. Whenever a technical requirement is for the Supplier to provide certifications (e.g., ISO 9001), copies of these certifications must be included in the Technical Bid.

d. Supporting materials to underpin the Item-by-item Commentary on the Technical Requirements (e.g., product literature, white-papers, narrative descriptions of technical approaches to be employed, etc.). In the interest of timely bid evaluation and contract award, Bidders are encouraged not to overload the supporting materials with documents that do not directly address BMC's requirements.

e. Any separate and enforceable contract(s) for Recurrent Cost items which the Bidder is required to bid.

Note: To facilitate bid evaluation and contract award, Bidders encouraged to provide electronic copies of their Technical Bid – preferably in a format that the evaluation team can extract text from to facilitate the bid clarification process and to facilitate the preparation of the Bid Evaluation Report.

17. Intellectual Property Forms

Notes to Bidders on working with the Intellectual Property Forms

In accordance with ITB 11.1(j), Bidders must submit, as part of their bids, lists of all the Software included in the bid assigned to one of the following categories: (A) System, General-Purpose, or Application Software; or (B) Standard or Custom Software. Bidders must also submit a list of all Custom Materials. These categorizations are needed to support the Intellectual Property in the GCC.

18. Software List

	(Select one per item)			(Select one per item)	
Software Item	System Software	General-Purpose Software	Application Software	Standard Software	Custom Software

19. List of Custom Materials

Custom Materials

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

(To be provided on the letter head of Bidder)

No.....

Date.....

To

The.....

Brihanmumbai Municipal Corporation,

Mumbai.

Subject: - Attending Pre-bid Meeting / Bid Opening

Reference: - Bid No..... due date.....

Sir,

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

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

Kindly permit him/her to attend the same.

Yours faithfully,

Signature:

Name of signatory:

Designation:

Rubber Stamp:

21. Pre-Bid Query Format

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

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

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

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

22. Table of Legal, Stationery Charges, Stamp Duty, and List of Approved Banks for Submission of Performance Security

The successive lowest quotationer shall pay the Legal Charges +Stationary charges as per the legal department circular u/No.26206 dtd.31.08.2023.

अनु क्र.	कंत्राट किंमत	एकत्रितरित्या आकारावयाचे सुधारीत विधी व लेखन साहित्य आकार दि.०१.०९.२०२३ पासून दि.३१.०३.२०२४ पर्यंत
०१	रु.५०,०००/-	निरंक
०२	रु.५०,००१ ते रु.१,००,००,०००	कंत्राट किंमतीच्या ०.१०% दराने (अशी येणारी रक्कम पुढील शंभराच्या पटीत परावर्तित करणे यासापेक्ष) अधिक १८% दराने वस्तू व सेवाकर (किमान रु.१०००/- अधिक वस्तू व सेवाकर आणि कमाल रु.१०,०००/- अधिक वस्तू व सेवाकर)
०३	रु.१,००,००,००१ ते रु.१०,००,००,०००/-	रु.१,००,००,०००/- पर्यंतच्या कंत्राट किंमतीसाठी रु.१०,०००/- अधिक रु.१,००,००,०००/- पेक्षा जास्त रकमेवर ०.०५% दराने (अशी येणारी रक्कम पुढील शंभराच्या पटीत परावर्तित करणे यासापेक्ष) अधिक १८% दराने वस्तू व सेवाकर
०४	रु.१०,००,००,००१/- ते ते पुढील कंत्राट किंमतीसाठी	रु.१०,००,००,०००/- पर्यंतच्या कंत्राट किंमतीसाठी रु.५५,०००/-पेक्षा जास्त रकमेवर ०.०१% दराने (अशी येणारी रक्कम पुढील शंभराच्या पटीत परावर्तित करणे यासापेक्ष) अधिक १८% दराने वस्तू व सेवाकर

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

Stamp Duty: (As per applicable circular)

It shall be incumbent on the successful tenderer to pay stamp duty on the contract.

As per the provision made in Article 63, Schedule I of Bombay Stamp Act 1958, stamp duty is payable for “works contract” that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a subcontract, as under :

(a)	Up to Rs. 5 Lakhs	Rs.500/-
(b)	Above Rs.5 Lakhs up to Rs.10 Lakhs Rs.500/- (Five Hundred Rupees	Rs.500 + 0.3% on the amount above Rs.5 Lakhs Max Rs.25 Lakhs
(c)	Above Rs.10 Lakhs	Rs.500 + 0.3% on the amount above Rs.5 Lakhs Max Rs.25 Lakhs

- The successful Bidder shall enter into a contract agreement with BMC within 30 days from the date of issue of LOA/Work Order 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 and 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 favors 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(s).

List of Approved Banks

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

Nationalized Banks.		
Bank of Baroda	Bank of India	Bank of Maharashtra
Canara Bank	Central Bank of India	Indian Bank
Indian Overseas Bank	Punjab & Sind Bank	Punjab National Bank
State Bank of India	UCO Bank	Union Bank of India
Private Sector Banks.		
Axis Bank Ltd.	Bandhan Bank Ltd.	CSB Bank Ltd.
City Union Bank Ltd.	DCB Bank Ltd.	Dhanlaxmi Bank Ltd.
Federal Bank Ltd.	HDFC Bank Ltd	ICICI Bank Ltd.
IndusInd Bank Ltd	IDFC First Bank Ltd.	Jammu & Kashmir Bank Ltd.
Karnataka Bank Ltd.	Karur Vysya Bank Ltd.	Kotak Mahindra Bank Ltd
Lakshmi Vilas Bank Ltd.	Nainital Bank Ltd.	RBL Bank Ltd.
South Indian Bank Ltd.	Tamilnad Mercantile Bank Ltd.	YES Bank Ltd.
IDBI Bank Ltd.		

Scheduled Urban Co-op. Banks Licensed to issued Bankers Guarantee.		
Abhyudaya Co-Op. Bank Ltd.	Bassein Catholic Co-Op. Bank Ltd.	Bharat Co-Op. Bank Ltd.
Bombay Mercantile Co-Op. Bank Ltd.	Citizen Credit Co-Op. Bank Ltd.	Dombivli Nagari Sahakari Bank Ltd.
Greater Mumbai Co-Op. Bank Ltd.	Janakalyan Sahakari Bank Ltd.	Janata Sahakari Bank Ltd.
Kalyan Janata Sahakari Bank Ltd.	Kapol Co-Op. Bank Ltd.	Mahanagar Co-Op. Bank Ltd.
Mumbai District Central Co-Op. Bank Ltd.	NKGSB Co-Op. Bank Ltd.	New India Co-Op. Bank Ltd.
Parsik Janata Sahakari Bank Ltd.	Punjab & Maharashtra Co-Op. Bank Ltd.	Rupee Co-Op. Bank Ltd.
Sangli Urban Co-Op. Bank Ltd.	Saraswat Co-Op. Bank Ltd.	Thane Bharat Sahakari Bank Ltd.
Thane Janata Sahakari Bank Ltd.	The Cosmos Co-Op. Bank Ltd.	The Shamrao Vitthal Co-Op. Bank Ltd.
The Zoroastrian Co-Op. Bank.		
State Co-op. Banks.		
The Maharashtra State Co-Op. Bank.		
Foreign Banks.		
Australia and New Zealand Banking Group Ltd.	Westpac Banking Corporation	Bank of Bahrain & Kuwait BSC
AB Bank Ltd.	Sonali Bank Ltd.	Bank of Nova Scotia
Industrial & Commercial Bank of China Ltd.	BNP Paribas	Credit Agricole Corporate & Investment Bank
Societe Generale	Deutsche Bank	HSBC Ltd
PT Bank Maybank Indonesia TBK	Mizuho Bank Ltd.	Sumitomo Mitsui Banking Corporation
The Bank of Tokyo- Mitsubishi UFJ, Ltd.	Cooperative Rabobank U.A.	Doha Bank
Qatar National Bank	JSC VTB Bank	Sberbank
United Overseas Bank Ltd	Bank of China Ltd.	Shinhan Bank
Woori Bank	KEB Hana Bank	Industrial Bank of Korea
Kookmin Bank	Bank of Ceylon	Credit Suisse A.G
CTBC Bank Co., Ltd.	Krung Thai Bank Public Co. Ltd.	Abu Dhabi Commercial Bank Ltd.
Mashreq Bank PSC	First Abu Dhabi Bank PJSC	Emirates Bank NBD
Barclays Bank Plc.	Standard Chartered Bank	NatWest Markets Plc
American Express Banking Corporation	Bank of America	Citibank N.A.
J.P. Morgan Chase Bank N.A.	SBM Bank (India) Limited*	DBS Bank India Limited*

23. AFFIDAVIT FOR BEST PRICE

(Note: This affidavit should be given on Rs.200/- Stamp paper duly notarized by Notary with red seal and registration Number)

e-Tender No.: _____ (To be uploaded in Folder "A&B")

To,

The Municipal Commissioner,

For the Municipal Corporation to Greater Mumbai

Sir,

e-Tender No. _____

"I/We _____ (full name in capital letters, starting with surname), the Proprietor/Managing Partner/Managing Director/Holder of the Business/Manufacturer/Authorized Dealer, for the establishment/firm/registered company, named herein below, do hereby, state and declare that I/We _____ whose names are given herein below in details with the addresses have not filled in this tender under any other name or under the name of any other establishments/firm or otherwise, nor are we in any way related or concerned with any establishments/firm or any other person, who have filled in the tender for the aforesaid work". "I/We do hereby further undertake that, we have offered the best prices for the subject supply work as per the present market rates. Further, we do hereby undertake and commit that we have not offered/supplied the subject product/similar product/systems or sub systems in the past one year in the Maharashtra State for quantity variation up to – 50% or + 10% at a price lower than that offered in the present bid to any other outside agencies including Govt./Semi Govt. Agencies and within M.C.G.M. also. Further, we have filled in the accompanying tender with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender.

I/We, further agree and undertake that in the event, if it is revealed subsequently after the allotment of work/contract to me/us that any information given by me/us in this tender is false or incorrect, I/We shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconveniences caused to the Corporation, in any manner and will not raise any claim for such compensation on any grounds whatsoever. I/We agree and undertake that I/We shall not claim in such case any amount, by way of damages or compensation for can depart mentation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation". However, in case of price difference, if it is a result of differential tax structures, difference in Dollar value of Rupee, considering this aspect, before invoking the penalty, blacklisting etc. I/We will be given a reasonable opportunity of being heard by representing our case as to why such price variation/difference has arisen. In case, if the explanation submitted by me/us is unsatisfactory then action as stated above including forfeiture of Deposit & blacklisting will be taken against me/us. BIDDER'S FULL SIGNATURE WITH FULL NAME & RUBBER STAMP

24. CONTRACT FORMS

Notes to the BMC on preparing the Contract Forms

Performance Security: Pursuant to GCC Clause - Securities, the successful Bidder is required to provide the Performance Security within thirty (30) days of notification of Contract award.

Advance Payment Security: Pursuant to Clause Securities, the successful Bidder is required to provide a bank guarantee securing the Advance Payment, if the GCC Clause – Terms of Payment provides for an Advance Payment.

Installation and Operational Acceptance Certificates: Recommended formats for these certificates are included in this RFB. Unless the BMC has good reason to require procedures that differ from those recommended, or to require different wording in the certificates, the procedures and forms shall be included unchanged. If the BMC wishes to amend the recommended procedures and/or certificates, it may propose alternatives for the approval of the World Bank before release of the bidding document to potential Bidders.

Change Order Procedures and Forms: Similar to the Installation and Operational Acceptance Certificates, the Change Estimate Proposal, Estimate Acceptance, Change Proposal, Change Order, and related Forms should be included in the bidding document unaltered. If the BMC wishes to amend the recommended procedures and/or certificates, it may propose alternatives for the approval of the World Bank before release of the bidding document.

Notes to Bidders on working with the Sample Contractual Forms

The following forms are to be completed and submitted by the successful Bidder following notification of award: (i) Contract Agreement, with all Appendices; (ii) Performance Security; and (iii) Advance Payment Security.

- **Contract Agreement:** In addition to specifying the parties and the Contract Price, the Contract Agreement is where the: (i) Supplier Representative; (ii) if applicable, agreed Adjudicator and his/her compensation; and (iii) the List of Approved Subcontractors are specified. In addition, modifications to the successful Bidder's Bid Price Schedules are attached to the Agreement. These contain corrections and adjustments to the Supplier's bid prices to correct errors, adjust the Contract Price to reflect – if applicable - any extensions to bid validity beyond the last day of original bid validity plus 56 days, etc.
- **Performance Security:** Pursuant to GCC Clause Securities, the successful Bidder is required to provide the Performance Security in the form contained in this section of these bidding documents and in the amount specified in accordance with the BDS.
- **Advance Payment Security:** Pursuant to GCC Clause - Securities, the successful Bidder is required to provide a bank guarantee for the full amount of the Advance Payment - if an Advance Payment is specified in the for GCC Clause Terms of Payment - in the form contained in this section of these bidding documents or another form acceptable to the BMC. If a Bidder wishes to propose a different Advance Payment Security form, it should submit a copy to the BMC promptly for review and confirmation of acceptability before the bid submission deadline.

The BMC and Supplier will use the following additional forms during Contract implementation to formalize or certify important Contract events: (i) the Installation and Operational Acceptance Certificates; and (ii) the various Change Order forms. These and the procedures for their use during performance of the Contract are included in the bidding documents for the information of Bidders.

1. CONTRACT AGREEMENT

Request For Bids No..... Due on .../.../.....

Sanction No. Dated.....

Contract for Carrying out work of

During the period from to

Contract Cost:.....

THIS AGREEMENT MADE ON THIS Day of Two Thousand Between..... (Partner /Proprietor's Full Name) in habitant/s of Mumbai, carrying on business at in Mumbai under the style and name of Messrs for and on behalf of himself / themselves, his / their heirs, executors, administrators and assigns (Hereinafter called "the Contractor/s") of the FIRST PART and Shri/ Smt. the Director/Dy. Municipal Commissioner in which expressions are included unless such inclusion is inconsistent with the context or meaning therefore include Director/Dy. Municipal Commissioner and any officers of Brihanmumbai Municipal Corporation authorized by the Director/Dy. Municipal Commissioner and shall also include their successors & assign / assignee for the time being holding office, of the SECOND PART and the Brihanmumbai Municipal Corporation (Hereinafter called "the Corporation") of the THIRD PART.

WHEREAS the Municipal Commissioner for Greater Mumbai has inter alia deputed under Section 56 and 56 (b) of the Mumbai Municipal Corporation Act 1888 his powers, functions and duties under the provisions contained in Chapter III of the Mumbai Municipal Corporation Act 1888 to the Director/Dy. Municipal Commissioner

AND WHEREAS the Director/Dy. Municipal Commissioner in pursuance of the power vested in him / her under the provision of the Mumbai Municipal Corporation Act 1888 and in accordance with the provision of the said Act, invited bid for the work of..... and / or certain work mentioned in the schedule / specification here to annexed.

AND WHEREAS the contractor/s has/have submitted bid for the said work and his / their said bid was accepted by the Municipal Commissioner with the approval of the Mayor/ Standing Committee/ Education Committee of the Corporation on the Terms and Conditions hereinafter specified.

AND WHEREAS the said Contractor/s has / have paid deposit of ₹...../- (Rupees.....) in the office of as Performance Security for the due and faithful performance of this contract OR has / have furnished the General Undertaking and Guarantee for ₹...../- (Rupees.....) of Bank, for the payment interallia of the said amount of the Contract Deposit in the office of for the due and faithful performance of this contract.

NOW THESE PRESENTS WITNESS and it is hereby agreed and declared between and by the parties hereto as follows:-

In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract for works hereinafter referred to.

NOW IT IS HEREBY AGREED as follows:

Article 1. 1.1Contract Documents (Reference GCC Clause (Definitions))

Contract Documents	<p>The following documents shall constitute the Contract between the BMC and the Supplier, and each shall be read and construed as an integral part of the Contract:</p> <ul style="list-style-type: none">(a) This Contract Agreement and the Appendices attached to the Contract Agreement(b) Special Conditions of Contract(c) General Conditions of Contract(d) Technical Requirements (including Implementation Schedule)(e) The Supplier's bid and original Price Schedules(f) <i>[Add here: any other documents]</i>
	<p>1.2 Order of Precedence (Reference GCC Clause (Contract Documents))</p> <p>In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above, provided that Appendix 7 shall prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in Article 1.1 above.</p>
	<p>1.3 Definitions (Reference GCC Clause (Definitions))</p> <p>Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract.</p>
Article 2. Contract Price and Terms of Payment	<p>2.1 Contract Price (Reference GCC Clause (Definitions) and GCC Clause (Contract Price))</p> <p>The BMC hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations under the Contract. The Contract Price shall be the aggregate of: <i>[insert: amount in words], [insert: amount in figures],</i> as specified in the Price Schedule.</p> <p>The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the terms and conditions of the associated Incoterms, and the taxes, duties and related levies if and as identified.</p>
Article 3. Effective Date for Determining Time for Operational Acceptance	<p>3.1 Effective Date (Reference GCC Clause (Definitions))</p> <p>The time allowed for supply, installation, and achieving Operational Acceptance of the System shall be determined from the date when all of the following conditions have been fulfilled:</p> <ul style="list-style-type: none">(a) This Contract Agreement has been duly executed for and on behalf of the BMC and the Supplier;(b) The Supplier has submitted to the BMC the performance security and the advance payment security, in accordance with GCC Clause (Securities); <p>Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.</p> <p>3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not</p>

attributable to the Supplier, the parties shall discuss and agree on an equitable adjustment to the Time for Achieving Operational Acceptance and/or other relevant conditions of the Contract.

- Article 4. 4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.
- Appendixes 4.2 Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

APPENDIXES

- Appendix 1. Supplier's Representative
- Appendix 2. Adjudicator *[if there is no Adjudicator, state "not applicable"]*
- Appendix 3. List of Approved Subcontractors
- Appendix 4. Categories of Software
- Appendix 5. Custom Materials
- Appendix 6. Revised Price Schedules (if any)
- Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

In consideration of the payments to be made by the Commissioner to the contractor as hereinafter mentioned the contractor hereby covenants with the Commissioner to complete the Works / Supply in all respects with the provision of the contract.

The Commissioner hereby covenants to pay to the Contractor in consideration of the completion of the works/ supply the contract sum, at times and in the manner prescribed by the contract.

IN WITNESS WHERE of the parties hereto have caused their respective common seals to be hereto affixed (or hereunto set their respective hands and seals) the day and year above written.

Signed, Sealed and delivered

By

Of

In the presence of

Contractors

1)

2)

Signed, Sealed and delivered

By

in the presence of

Director/ Dy. MC

1)

2)

The Common seal of the Municipal Corporation of

Brihanmumbai was affixed on this Day of

..... 20..... in the presence of

(1)

(2)

SEAL

two Members of the Standing Committee

of the Brihanmumbai Municipal Corporation

and in the presence of the Municipal Secretary.

.....

Municipal Secretary

APPENDIX 1. SUPPLIER'S REPRESENTATIVE

In accordance with GCC Clause (Definitions), the Supplier's Representative is:

Name: *[insert: name and provide title and address further below, or state "to be nominated within fourteen (14) days of the Effective Date"]*

Title: *[if appropriate, insert: title]*

In accordance with GCC Clause (Notices), the Supplier's addresses for notices under the Contract are:

Address of the Supplier's Representative: *[as appropriate, insert: personal delivery, postal, cable, telegraph, telex, facsimile, electronic mail, and/or EDI addresses.]*

Fallback address of the Supplier: *[as appropriate, insert: personal delivery, postal, cable, telegraph, telex, facsimile, electronic mail, and/or EDI addresses.]*

APPENDIX 2. ADJUDICATOR

In accordance with GCC Clause (Definitions) and GCC Clause (Settlement of Disputes), the agreed-upon Adjudicator is:

Name: *[insert: name]*

Title: *[insert: title]*

Address: *[insert: postal address]*

Telephone: *[insert: telephone]*

APPENDIX 3. LIST OF APPROVED SUBCONTRACTORS

The BMC has approved use of the following Subcontractors nominated by the Supplier for carrying out the item or component of the System indicated. Where more than one Subcontractor is listed, the Supplier is free to choose between them, but it must notify the BMC of its choice sufficiently in advance of the time when the subcontracted work needs to commence to give the BMC reasonable time for review. In accordance with GCC Clause (Subcontracting), the Supplier is free to submit proposals for Subcontractors for additional items from time to time. No subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the BMC and their names have been added to this list of Approved Subcontractors, subject to GCC Clause (Subcontracting).

[specify: item, approved Subcontractors, and their place of registration that the Supplier proposed in the corresponding attachment to its bid and that the BMC approves that the Supplier engage during the performance of the Contract. Add additional pages as necessary.]

Item	Approved Subcontractors	Place of Registration

APPENDIX 4. CATEGORIES OF SOFTWARE

The following table assigns each item of Software supplied and installed under the Contract to one of the three categories: (i) System Software, (ii) General-Purpose Software, or (iii) Application Software; and to one of the two categories: (i) Standard Software or (ii) Custom Software.

Software Item	(select one per item)			(select one per item)	
	System Software	General-Purpose Software	Application Software	Standard Software	Custom Software

APPENDIX 5. CUSTOM MATERIALS

The follow table specifies the Custom Materials the Supplier will provide under the Contract.

Custom Materials

APPENDIX 6. REVISED PRICE SCHEDULES

The attached Revised Price Schedules (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the Price Schedules contained in the Supplier’s Bid. These Revised Price Schedules reflect any corrections or adjustments to the Supplier’s bid price.

APPENDIX 7. MINUTES OF CONTRACT FINALIZATION DISCUSSIONS AND AGREED-TO CONTRACT AMENDMENTS

The attached Contract amendments (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the relevant clauses in the GCC, Technical Requirements, or other parts of this Contract as defined in GCC Clause (Contract Documents).

APPENDIX 8. LIST OF LOCATIONS

SR NO	CONTROL ROOM NAME	Type
1	EOC, MHO	DC
2	Backup EOC, CIDM	DR
3	A Ward	Ward EOC
4	B Ward	Ward EOC
5	C Ward	Ward EOC
6	D Ward	Ward EOC
7	E Ward	Ward EOC
8	F South	Ward EOC
9	F North	Ward EOC
10	G South	Ward EOC
11	G North	Ward EOC
12	H East	Ward EOC
13	H West	Ward EOC
14	K East	Ward EOC
15	K North	Ward EOC
16	K West	Ward EOC
17	L Ward	Ward EOC
18	M East	Ward EOC
19	M West	Ward EOC
20	N Ward	Ward EOC
21	P South	Ward EOC

22	P East	Ward EOC
23	P North	Ward EOC
24	R South	Ward EOC
25	R North	Ward EOC
26	R Central	Ward EOC
27	S Ward	Ward EOC
28	T Ward	Ward EOC
29	Mumbai Fire Brigade	BMC Agency CR
30	IMD	External Agency CR
31	Mayor Bunglow	BMC Agency CR
32	M.C Bunglow	BMC Agency CR
33	Mantralaya Control	External Agency CR
34	Collector City	External Agency CR
35	Collector Suburbs	External Agency CR
36	MMRDA CONTROL	External Agency CR
37	CP Mumbai Police	External Agency CR
38	Traffic Control	External Agency CR
39	DG Police	External Agency CR
40	INDIAN ARMY COLABA	External Agency CR
41	INDIAN NAVY	External Agency CR
42	INDIAN COAST GUARD	External Agency CR
43	NDRF [ANDHERI]	External Agency CR
44	BEST TRAFFIC CONTROL	External Agency CR
45	BEST SOUTH CONTROL	External Agency CR
46	BEST NORTH CONTROL	External Agency CR
47	ADANI ENERGY	External Agency CR
48	CENTRAL RAILWAY	External Agency CR
49	WESTERN RAILWAY	External Agency CR
50	Metro Rail	External Agency CR

51	Mono Rail	External Agency CR
52	Coastal Road	BMC Agency CR
53	AIR PORT	External Agency CR
54	Bhandup Complex	BMC Agency CR
55	Nair Hospital	BMC Agency CR
56	KEM Hospital	BMC Agency CR
57	LTMG HOSPITAL SION	BMC Agency CR
58	HBT Hospital	BMC Agency CR
59	Cooper Hospital	BMC Agency CR
60	Rajawadi Hospital	BMC Agency CR
61	Bhagwati Hospital	BMC Agency CR
62	Bhabha Bandra Hospital	BMC Agency CR
63	Kurla Bhabha Hospital	BMC Agency CR
64	Agarwal Mulund Hospital	BMC Agency CR
65	VN Desai Hospital	BMC Agency CR
66	Govandi Shatabdi Hospital	BMC Agency CR
67	BDBA Shatabdi Kandivali	BMC Agency CR
68	NAVI MUMBAI CORP	External Agency CR
69	THANE MUNICIPAL	External Agency CR
70	J.J.HOSPITAL	External Agency CR
71	HIGH COURT	External Agency CR
72	TIFR	External Agency CR
73	108 HELPLINE	External Agency CR
74	Extra	

APPENDIX 9. TECHNICAL SPECIFICATIONS OF AWS & FLS

1	SITC of Connectivity 1 (V-SAT or Equivalent)
	Service Provider to submit/provide License charges if any for VSAT Equipment Installation on BMC buildings
	Building Permission to be sought from each BMC Offices for any structural Concrete foundation to be built, Disaster Management Department of BMC will provide assistance
	Service Provider shall provide secure Internet Connectivity via V-SAT
	Service Provider shall ensure 99.99% uptime
	Service Provider shall include the installation cost as well along with the cost of hardware
	The Subscription cost shall be borne by the Service Provider
	VSAT Communication Security
	Military-Grade Encryption: The Service provider must ensure that the VSAT communication solution utilizes military-grade encryption techniques to safeguard highly sensitive operations and protect against unauthorized access, ensuring compliance with the highest standards of security and confidentiality. The Personnel needs to be deployed in three shifts throughout the contract period, post commissioning of the system
	V-SAT Setup cost (Freight, VSAT Installation, Commissioning & 4G/5G link)
	Concrete/Iron platform for VSAT Antenna Installation for sustaining wind speed of 200 kmph.
	AMC Support
	V-SAT BWs (Ku Pooled Bandwidth (upload + download) for group of 74 Sites – 10 mbps
	Providing Managed Services as per the scope given under the Managed Services section of this RFP
	The solution provider as a capability should have dual plane network architecture ensuring high resilience and active-active failover.
	The Solution provider as a capability should have High-Capacity Backbone & Underlay Technologies i.e. ASON, OTN, DWDM, OWN Fiber network infrastructure.
	The Solution provider as a capability should have Direct Peering with Global Cloud & Security Providers i.e. Direct peering with Google, Zscaler, Microsoft, Netflix, Amazon, and Facebook, cloud flare.
	The Solution provider as a capability should have Carrier-grade DDoS Mitigation System with real-time traffic scrubbing and encryption.

2	SITC of Connectivity 2 (4G/5G&Broadband SDWAN or Equivalent)
	The proposed 4G/5G Internet solution must be provisioned with Private APN connectivity and delivered via SD-WAN-enabled Customer Premises Equipment (CPE) that meets the following technical and operational specifications:
	SD-WAN Equipment must feature:
	Minimum 1 x WAN RJ-45 Ethernet Ports.
	Minimum 3 x LAN RJ-45 Ethernet Ports.
	Dual LTE SIM slots for active/standby SIM support.
	AC Power Supply.
	Two External High-Gain Antennas with minimum 10-meter cable length.
	SDWAN Bandwidth
	Service provider to ensure 4G/5G Pvt APN sims & Broadband with unlimited Data Plan from two or more different Service Providers
	Service Provider to ensure Private APN setup with dedicated routing with all licenses / subscripts required
	NNI (Network-to-Network Interface) connectivity with its core node in the Mumbai Metropolitan Region for low-latency, secure, private 4G/5G& broad data communication.
	Antenna Specification
	The 4G/5G CPE must be supplied with an external 12 dBi gain antenna to ensure improved signal reception in low-coverage or interference-prone areas.
	Reference Hardware Illustration:
	The hardware should include (but not limited to) clear physical labeling for:
	SIM card slots (with proper orientation for easy installation).
	Power input and adapters.
	LTE antenna connectors.
	Wi-Fi antenna connectors.
	Providing Managed Services as per the scope given under the Managed Services section of this RFP

3	SITC of UPS
	1 KVA UPS with 4 Hrs Battery Backup at 72 locations
	3 KVA UPS with 4 Hrs Battery Backup (Power backup for telecom devices, installation, and commissioning) at 2 locations
	Detailed specification of the UPS given in the Tender Document
4	SITC of Cloud Telephony Solution
	For Installation of Cloud Telephony solution for Inter location Calling all necessary permissions from BMC Offices and charges required to be quoted accordingly
	Solution should cater to inter-location calling
	Central monitoring portal needs to be provided to monitor all calls and call history
	Recording of all calls will require minimum for last 60- days
	Through this Solution Dept should be able to make intercom number using Short Codes as well as any External Number(National calls only)
	Bidder to provide IP Phone which is compatible to Cloud Telephony Solution
	Cloud Telephony Solution should be compatible on IP Phone as well as on Desktop/Laptop through Soft Phone
	Bidder to provide Internet bandwidth which would be required to make/receive call through cloud Telephony Solution
	Call Forward, Call hold, Conference and call waiting facility should be Available
	Uptime should be minimum 99.99%
	Provided solution should have capability to integrate with any system through API
	Solution must have Enterprise Grade security
	Solution should be scalable to increase number of users as and when when required
	Cloud Telephony Solution should provide HD grade voice quality
	Solution should be telecom regulatory complaint
	The Solution provider as a capability should have Fully redundant cloud telephony setup on a private network (MPLS) with real-time failover.
	Advanced Call Center Solutions
	AI and Automation Integration: The provider should offer advanced call center solutions fully integrated with AI and automation technologies . This includes:
	Interactive Voice Response (IVR) systems for self-service options.

	AI-powered chatbots to assist with queries.
	Call analytics tools for analyzing call metrics and optimizing performance.
	Voice-to-text transcription for accurate records and better analysis of customer interactions.
	Seamless integration with CRM systems to enhance service operations and deliver a more personalized experience.
	AI-Driven Analytics and Automation: The solution must support the integration of AI-driven call analytics and advanced automation tools , which provide data-driven insights to improve efficiency, optimize workflows, and enhance overall performance of contact centers.
5	SITC of IP Phone
	IP Phone (Hardware for making/receiving calls, installation, and setup)
	Protocols/Standards: SIP RFC3261, TCP/IP/UDP, RTP/RTCP, RTCP-XR, HTTP/HTTPS, ARP, ICMP, DNS(A record, SRV, NAPTR), DHCP, PPPoE, SSH, TFTP, NTP, STUN, SIMPLE, LLDP, LDAP, TR-069, SNMP, 802.1X, TLS, SRTP, IPv6
	Network Interfaces: - Dual switched auto-negotiation 10/100 Mbps Ethernet ports, integrated PoE (GRP2602P only) - Dual switched auto-negotiation 10/100/1000 Mbps Ethernet ports, integrated PoE (GRP2602G only)
	Wi-Fi: GRP2602W, Integrated dual-band (2.4GHz and 5GHz) Wi-Fi 6 (802.11a/b/g/n/ac/ax) - hardware version 5.0 and above
	Graphic Display: 132 x 48 (2.41") backlit graphical LCD display
	Feature Keys: 2 line keys with dual-color LED and support for 4 SIP account, 4 XML programmable context sensitive soft keys, 5 (navigation, menu) keys. 8 dedicated function keys for: MESSAGE(with LED indicator), TRANSFER, HEADSET, MUTE, SEND/REDIAL, SPEAKERPHONE, VOL+, VOL-
	Auxiliary Port: RJ9 headset jack (allowing EHS with Plantronics & Jabra & Sennheiser headsets)
	Voice Codecs and Capabilities: Support for G.729A/B, G.711μ/a-law, G.726, G.722(wide-band), G.723, iLBC, OPUS, in-band and out-of-band DTMF(in audio, RFC2833, SIP INFO), VAD, AEC, CNG, PLC, AGC, AJB
	Telephony Features: Hold, transfer, forward, 5-way conference, call park, call pickup, shared-call-appearance(SCA)/bridged-line-appearance(BLA), downloadable phonebook(XML, LDAP, up to 2000 items), call waiting, call log(up to 800 records), off-hook auto dial, auto answer, click-to-dial, flexible dial plan, hot-desking, personalized music ringtones and music on hold, server redundancy and fail-over
	HD Audio: Yes, HD handset and speakerphone with support for wideband audio
	QoS: Layer 2 QoS (802.1Q, 802.1P) and Layer 3 (ToS, DiffServ, MPLS) QoS
	Security: Ordinary user and administrator level passwords based on SHA-256 and SHA-256 sess authentication, SIP authentication algorithms based on SHA-256, SHA-256 sess, SHA-512/256, SHA-512/256 sess, MD5 sess. AES security profile, SRTP, TLS call encryption, 802.1X media

	access control
	Upgrade/Provisioning: Firmware upgrade via FTP/TFTP / HTTP / HTTPS, mass provisioning using GDMS/TR-069 or AES encrypted XML configuration file
	Power & Green Energy Efficiency: Universal Power Supply Input 100-240VAC 50-60Hz; Output +5VDC, 600mA; PoE: IEEE802.3af Class 1, 3.84W; IEEE802.3az (EEE) (GRP2602P/GRP2602G Only)
	Temperature and Humidity Operation: 0°C to 40°C Storage: -10°C to 60°C Humidity: 10% to 90% Non-condensing
6	SITC of Connectivity 3 (MPLS or Equivalent)
	The provider must have the capability to offer dedicated MPLS services for prioritized voice traffic to ensure high-quality, low-latency voice communication for critical operations, without disruptions or delays in voice services.
	Dedicated MPLS - 20 Mbps-Underground optical fiber connectivity
	Service Provider has to ensure necessary ROW permissions in place for Provision of MPLS connectivity as per Statutory and Regulatory Requirements. Any charges to occur towards these permissions shall be paid by Bidder / SI
	MPLS solutions include advanced Quality of Service (QoS) mechanisms to prioritize voice packets over other traffic types which should guarantee consistent and superior voice clarity, minimal jitter, and low packet loss even during peak network utilization.
	Charges to be quoted including all service cost required for Mpls Connectivity
	Providing Managed Services as per the scope given under the Managed Services section of this RFP
7	CSMC of all Hardwares
	The hardwares like VSAT, SDWAN provided under this project must be under comprehensive maintenance & support needs to be provided for the contract duration
	All the hardware and systems will be handed over to the department post expiry of the contract period
8	Providing Manpower
	Educational Qualification: Graduation in IT or Diploma in IT/Extc/Computers or Equivalent Experience: Minimum 2 years' Experience in IT/Extc/Computers/ITES or Equivalent The personnel needs to be deployed in three shifts during the contract period post commissioning of the system.

Technical specifications of Connectivity 2 (4G/5G Internet & SDWAN or Equivalent)	
Specification	Details
RF Technologies	2G, 3G, 4G/5G, WiFi
Max RF Power (GSM)	33.8 dBm
Max RF Power (WCDMA)	24 dBm
Max RF Power (LTE)	23 dBm
Power Adapter Input	0.45A @ 100-240V AC
Power Adapter Output	9V DC, 1.5A
Mobile Antenna Frequency	698-960 / 1710-2690 MHz
Mobile Antenna Impedance	50 Ω
Mobile Antenna VSWR	≤ 2
WiFi Antenna Frequency	2400-2483.5 MHz
WiFi Antenna Impedance	50 Ω
WiFi Antenna VSWR	≤ 2
WiFi Antenna Gain	8 dBi
Wireless Mode	IEEE 802.11b/g/n
Wi-Fi Security	WPA2-Enterprise - PEAP, TLS, TTLS, AES-CCMP, TKIP, Auto Cipher modes, Client separation
Load Balancing	Yes
IPSec/GRE/OpenVPN/Wireguard	Yes
Firewall	Yes
Multiple WAN IP, PPPoE, NAT	Yes
Automatic Firmware Updates & Patches	Yes
Site Status	Yes
Connectivity Status	Yes
Application Availability Status	Yes
Site-Level Analytics	Yes

Sub-second Automated WAN Failover <ul style="list-style-type: none"> • Multiple connectivity options: LTE/4G/5G/Broadband/Wi-Fi • URL Filtering & Firewall • Micro Segmentation • Outbound Access Only • Performance Dashboard
The system must support Role-Based Access Control (RBAC) for secure multi-user management.
Supports end-to-end encryption for all management and data traffic.
WireGuard Encryption Support
WireGuard Encryption: The provider must support WireGuard for secure overlay communications, utilizing modern cryptographic algorithms as follows:
Curve25519 for Elliptic Curve Diffie-Hellman (ECDH) key exchange.
ChaCha20 for encryption, providing strong and efficient encryption.
Poly1305 for authentication to ensure data integrity.
BLAKE2 for hashing, ensuring fast and secure hashing mechanisms.
Switch(12 port-1G Ethernet-rj45)

1 KVA/3KVA UPS Technical Specification

INPUT	
Nominal Voltage	220/230/240VAC, 1-Ph
Operating voltage range	120 ~300VAC Load Dependent
Operating frequency range	50Hz/60Hz: 45~65Hz (auto sensing)
Power factor	≥0.99
OUTPUT	
Output voltage & Regulation	220/230/240VAC & ±1%
Output frequency	50Hz/60Hz±1~10% (Auto Sensing) Sync Mode; 50Hz/60Hz±0.1Hz on Battery mode
Power Factor	0.8
Output voltage(THDv)	≤2% (linear load), ≤5% (Non Linear Load)
Crest Factor	3:1(max)
Efficiency	≥90%
BATTERY	
Back up time required	Minimum 240Mins

Battery Type	Li-Ion LFP Batteries
Make	247PWR/Vision/OEM approved
Recharge Time	4~6 Hrs for 90% after complete discharge
SYSTEM FEATURES	
LCD indication	Input voltage, input frequency, output voltage, output frequency, load watt/VA and percentage, battery voltage/current, inverter temperature, Battery charging/discharging stage
LED indication	Mains Mode, Back Up Mode, Bypass Mode, Overload, Battery Low, Overload, UPS Fault
Overload capability	1. Load \leq 125% for 10mins; 2. Load \leq 150% for 1 min
Transfer time	Utility to battery : 0ms ; Utility to bypass: 0ms
Protections	Battery low voltage, Abnormal power supply, UPS failure, Overload, Short Circuit & Over temperature, Input under and over voltage, DC Bus High & Low voltage, Fan failure
Communication interface	RS232 with Monitoring Software for monitoring over PC
ENVIRONMENTAL	
Operating temperature	0~45°C
Storage Temperature	-15°C~60 °C
Humidity range	0%~95% (non-condensing)
Altitude	<1500m No derating
Noise Level	<50dB @ 1m distance
Ingress Protection	IP20

2. DRAFT NON-DISCLOSURE AGREEMENT

(To be submitted on Rs. 500 Stamp Paper)

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

By and between _____ (“BMC”) and ____ (“Supplier”).

Whereas, BMC and Supplier have entered into an Agreement (“Agreement”)

effective _____; and for

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

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

1. Definitions. As used herein:

- a) The term “Confidential Information” shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer and prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flowcharts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party’s data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the BMC’s information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.

- b) The term, “BMC” shall include the officers, employees, agents, consultants, contractors and representatives of BMC.
- c) The term, “Supplier” shall include the directors, officers, employees, agents, consultants, contractors and representatives of Supplier, including its applicable affiliates and subsidiary companies.

2. Protection of Confidential Information: With respect to any Confidential Information disclosed to it or to which it has access, Supplier affirms that it shall:

- a) Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
- b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information than the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
- c) Not make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Bids developed by or originating from BMC or any of the prospective clients of BMC except as necessary, under prior written intimation from BMC, in connection with the Project, and ensure that any such copy is immediately returned to BMC even without express demand from BMC to do so;
- d) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
- e) Return to the other party, or destroy, at BMC’s discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproduction thereof) immediately upon the earlier to occur of (i) expiration or termination of either party’s engagement in the Project, or (ii) the request of the other party therefore.
- f) Not discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between BMC and Supplier or the nature of services to be provided by the Supplier to the BMC.

- 3. Onus.** Supplier shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
- 4. Exceptions.** These restrictions as enumerated in section – “Protection of Confidential Information” of this Agreement shall not apply to any Confidential Information:
- a) Which is independently developed by Supplier or lawfully received from another source free of restriction and without breach of this Agreement; or
 - b) After it has become generally available to the public without breach of this Agreement by Supplier; or
 - c) Which at the time of disclosure to Supplier was known to such party free of restriction and evidenced by documentation in such party's possession; or
 - d) Which BMC agrees in writing is free of such restrictions.
 - e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
- 5. Remedies.** Supplier acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Supplier would be a breach of this agreement and may cause immediate and irreparable harm to BMC; (b) Supplier affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by BMC may be impossible to calculate and remedy fully. Therefore, Supplier acknowledges that in the event of such a breach, BMC shall be entitled to specific performance by Supplier of Supplier's obligations contained in this Agreement. In addition, Supplier shall indemnify BMC of the actual and liquidated damages which may be demanded by BMC. Moreover, BMC shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Supplier.
- 6. Need to Know.** Suppliers shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the dis

closing party.

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

- 13. Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
- 14. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15. Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
- 16. Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
- 17. Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
- 18. Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Supplier shall not solicit or attempt to solicit BMC's employees and/or consultants, for the purpose of hiring/contractor to proceed to conduct operations/business similar to BMC with any employee and/or consultant of the BMC who has knowledge of the Confidential Information, without the prior written consent of BMC. This section will survive irrespective of the fact whether there exists a commercial relationship between Supplier and BMC.
- 19. Term.** Subject to aforesaid section - Survival, this Agreement shall remain valid up to years from the "effective date".

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

For BMC

Name:

Title

WITNESSES:

1:

2:

For Supplier

Name:

Title:

WITNESSES:

1:

2:

3. PERFORMANCE AND ADVANCE PAYMENT SECURITY FORMS

1.1 PERFORMANCE SECURITY FORM (BANK GUARANTEE)

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

(For a sum of 10% of the value of the contract)

(With Stamp duty of 0.5 % on the total amount)

Ref. No. :

Date :

Bank Guarantee No. :

To

<Insert complete postal address>

THIS INDENTURE made this ----- day of -----20---- BETWEEN THE -----(Name of the Bank and address) BANK incorporated under the English / Indian Companies Acts and carrying on business in Mumbai (hereinafter referred to as 'the bank' which expression shall be deemed to include its successors and assigns) of the first part -----

----- (Name of the Supplier)

Inhabitants carrying on business at -----
----- (Supplier's Address)

in Mumbai under the style and name of Messers -----
----- (Name of the Supplier)

(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 THE BRIHANMUMBAI MUNICIPAL CORPORATION (hereinafter referred to as 'the Corporation') of the fourth part WHEREAS the contractors indemnify and keep indemnified the Corporation against any loss or damage that may be caused to or suffered by the Corporation by reason of any breach by the contractors of any of the terms and conditions of the contract that will be entered subsequently (within 15 days) and/or in the performance thereof against Letter of Intent number ----- dated -----
----- for the project Selection of System Integrator for Implementation of services for 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 bid security 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 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 there under 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 bid security 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 up to-----

We agree that the decision of the Corporation, whether any breach of any of the terms and conditions of the contract and/or in the performance thereof has been committed by the Supplier 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 up to -----unless the demand or claim under this guarantee is made on us in writing on or before-----all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”.

IN WITNESS WHEREOF

WITNESS (1) -----

Name and -----

Address -----

WITNESS (2) -----

Name and ----- the duly constituted Attorney Manager

Address -----

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

WITNESS (1) -----

Name and -----

Address -----

WITNESS (2) ----- for Messrs -----

Name and ----- (Name of the contractor)

Address -----

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

1.2 ADVANCE PAYMENT SECURITY

Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert: Name and Address of BMC]*

Date: *[insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[insert: Advance Payment Guarantee Number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that on *[insert: date of award]* you awarded Contract No. *[insert: Contract number]* for *[insert: title and/or brief description of the Contract]* (hereinafter called "the Contract") to *[insert: complete name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert: amount in numbers and words, for each currency of the advance payment]* is to be made to the Supplier against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*³⁰ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- a. has used the advance payment for purposes other than toward delivery of Goods; or
- b. has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety () percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s)]

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

2. LETTER OF ACCEPTANCE

[letterhead paper of the BMC]

[date]

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

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

You are requested to furnish (i) the Performance Security within 30 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms, included in Section –Bidding Forms, of the bidding document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Organization: Disaster Management Department, Brihanmumbai Municipal Corporation

Attachment: Contract

5. INSTALLATION AND ACCEPTANCE CERTIFICATES

5.1 INSTALLATION AND ACCEPTANCE CERTIFICATES

5.1 Installation Certificate

Date: *[insert: date]*

RFB: *[insert: title and number of RFB]*

Contract: *[insert: name and number of Contract]*

To: *[insert: name and address of Supplier]*

Dear Sir or Madam:

Pursuant to GCC Clause (Installation of the System) of the Contract entered into between yourselves and the *[insert: name of Purchaser]* (hereinafter the “BMC”) dated *[insert: date of Contract]*, relating to the *[insert: brief description of the Communication System]*, we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component): *[insert: description]*

2. Date of Installation: *[insert: date]*

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This letter shall not relieve you of your obligation to achieve Operational Acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the BMC

Signed:

Date:

in the capacity of: *[state: “Project Manager” or state the title of a higher level authority in the BMC’s organization]*

5.2 OPERATIONAL ACCEPTANCE CERTIFICATE

Date: *[insert: date]*

RFB: *[insert: title and number of RFB]*

Contract: *[insert: name of System or Subsystem and number of Contract]*

To: *[insert: name and address of Supplier]*

Dear Sir or Madam:

Pursuant to GCC Clause (Commissioning and Operational Acceptance) of the Contract entered into between yourselves and the *[insert: name of Purchaser]* (hereinafter the “BMC”) dated *[insert: date of Contract]*, relating to the *[insert: brief description of the Communication System]*, we hereby notify

you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the BMC hereby takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1.Description of the System (or Subsystem or major component): *[insert: description]*

2.Date of Operational Acceptance: *[insert: date]*

This letter shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the BMC

Signed:

Date:

in the capacity of: *[state: "Project Manager" or higher level authority in the BMC's organization]*

6. CHANGE ORDER PROCEDURES AND FORMS

Date:*[insert: date]*

RFB:*[insert: title and number of RFB]*

Contract:*[insert: name or System or Subsystem and number of Contract]*

General

This section provides samples of procedures and forms for carrying out changes to the System during the performance of the Contract in accordance with GCC Clause (Changes to the System) of the Contract.

Change Order Log

The Supplier shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Change Orders authorized or pending. Changes shall be entered regularly in the Change Order Log to ensure that the log is kept up-to-date. The Supplier shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the BMC.

References to Changes

- (1)Request for Change Proposals (including Application for Change Proposals) shall be serially numbered CR-nnn.
- (2)Change Estimate Proposals shall be numbered CN-nnn.
- (3)Estimate Acceptances shall be numbered CA-nnn.
- (4)Change Proposals shall be numbered CP-nnn.
- (5)Change Orders shall be numbered CO-nnn.

On all forms, the numbering shall be determined by the original CR-nnn.

Annexes

6.1Request for Change Proposal Form

6.2Change Estimate Proposal Form

6.3Estimate Acceptance Form

6.4Change Proposal Form

6.5Change Order Form

6.6Application for Change Proposal Form

6.1 Request for Change Proposal Form

(BMC's Letterhead)

Date: *[insert: date]*

RFB: *[insert: title and number of RFB]*

Contract: *[insert: name of System or Subsystem or number of Contract]*

To: *[insert: name of Supplier and address]*

Attention: *[insert: name and title]*

Dear Sir or Madam:

With reference to the above-referenced Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within *[insert: number]* days of the date of this letter.

1. Title of Change: *[insert: title]*

2. Request for Change No./Rev.: *[insert: number]*

3. Originator of Change: *[select BMC / Supplier (by Application for Change Proposal), and add: name of originator]*

4. Brief Description of Change: *[insert: description]*

5. System (or Subsystem or major component affected by requested Change): *[insert: description]*

6. Technical documents and/or drawings for the request of Change:

Document or Drawing No.	Description
-------------------------	-------------

7. Detailed conditions or special requirements of the requested Change: *[insert: description]*

8. Procedures to be followed:

- (a) Your Change Proposal will have to show what effect the requested Change will have on the Contract Price.
- (b) Your Change Proposal shall explain the time it will take to complete the requested Change and the impact, if any, it will have on the date when Operational Acceptance of the entire System agreed in the Contract.
- (c) If you believe implementation of the requested Change will have a negative impact on the quality, operability, or integrity of the System, please provide a detailed explanation, including other approaches that might achieve the same impact as the requested Change.
- (d) You should also indicate what impact the Change will have on the number and mix of staff needed by the Supplier to perform the Contract.

(e) You shall not proceed with the execution of work related to the requested Change until we have accepted and confirmed the impact it will have on the Contract Price and the Implementation Schedule in writing.

9. As next step, please respond using the Change Estimate Proposal form, indicating the proposed approach for implementing the Change, all its elements, and will also address the points in paragraph 8 above pursuant to GCC Clause (Changes to the System). Your Change Estimate Proposal should contain a first approximation of the proposed approach, and implications for schedule and cost, of the Change.

For and on behalf of the BMC

Signed:

Date:

in the capacity of: *[state: "Project Manager" or higher level authority in the BMC's organization]*

6.2 Change Proposal Form

(Supplier's Letterhead)

Date: *[insert: date]*

RFB: *[insert: title and number of RFB]*

Contract: *[insert: name of System or Subsystem and number of Contract]*

To: *[insert: name of Purchaser and address]*

Attention: *[insert: name and title]*

Dear Sir or Madam:

In response to your Request for Change Proposal No. *[insert: number]*, we hereby submit our proposal as follows:

1. Title of Change: *[insert: name]*

2. Change Proposal No./Rev.: *[insert: proposal number/revision]*

3. Originator of Change: *[select: BMC / Supplier; and add: name]*

4. Brief Description of Change: *[insert: description]*

5. Reasons for Change: *[insert: reason]*

6. The System Subsystem, major component, or equipment that will be affected by the requested Change:
[insert: description]

7. Technical documents and/or drawings for the requested Change:
Document or Drawing No. Description

8. Estimate of the increase/decrease to the Contract Price resulting from the proposed Change: ***[insert: amount in currencies of Contract]***, as detailed below in the breakdown of prices, rates, and quantities.
Total lump sum cost of the Change:
Cost to prepare this Change Proposal (i.e., the amount payable if the Change is not accepted, limited as provided by GCC Clause 39.2.6):
9. Additional Time for Achieving Operational Acceptance required due to the Change: ***[insert: amount in days / weeks]***
10. Effect on the Functional Guarantees: ***[insert: description]***
11. Effect on the other terms and conditions of the Contract: ***[insert: description]***
12. Validity of this Proposal: for a period of ***[insert: number]*** days after receipt of this Proposal by the BMC
13. Procedures to be followed:
(a) You are requested to notify us of your acceptance, comments, or rejection of this detailed Change Proposal within ***[insert: number]*** days from your receipt of this Proposal.
(b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: ***[state: "Supplier's Representative" or other higher level authority in the Supplier's organization]***

6.3 Change Order Form

(BMC's Letterhead)

Date: ***[insert: date]***

RFB: ***[insert: title and number of RFB]***

Contract: ***[insert: name of System or Subsystem and number of Contract]***

To: ***[insert: name of Supplier and address]***

Attention: ***[insert: name and title]***

Dear Sir or Madam:

We hereby approve the Change Order for the work specified in Change Proposal No. ***[insert: number]***, and agree to adjust the Contract Price, Time for Completion, and/or other conditions of the Contract in accordance with GCC Clause 39 of the Contract.

1. Title of Change: ***[insert: name]***

2. Request for Change No./Rev.: ***[insert: request number / revision]***

3. Change Order No./Rev.: ***[insert: order number / revision]***

4. Originator of Change: ***[select: BMC / Supplier; and add: name]***

5. Authorized Price for the Change:

Ref. No.: ***[insert: number]***/Date: ***[insert: date]***

[insert: amount in foreign currency A] plus ***[insert: amount in foreign currency B]*** plus ***[insert: amount in foreign currency C]*** plus ***[insert: amount in local currency]***

6. Adjustment of Time for Achieving Operational Acceptance: ***[insert: amount and description of adjustment]***

7. Other effects, if any: ***[state: “none” or insert description]***

For and on behalf of the BMC

Signed:

Date:

in the capacity of: ***[state: “Project Manager” or higher level authority in the BMC’s organization]***

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: ***[state “Supplier’s Representative” or higher level authority in the Supplier’s organization]***

6.4 Application for Change Proposal Form

(Supplier’s Letterhead)

Date: ***[insert: date]***

RFB: ***[insert: title and number of RFB]***

Contract: ***[insert: name of System or Subsystem and number of Contract]***

To: ***[insert: name of Purchaser and address]***

Attention: ***[insert: name and title]***

Dear Sir or Madam:

We hereby propose that the below-mentioned work be treated as a Change to the System.

1. Title of Change: *[insert: name]*
2. Application for Change Proposal No./Rev.: *[insert: number / revision]* dated: *[insert: date]*
3. Brief Description of Change: *[insert: description]*
4. Reasons for Change: *[insert: description]*
5. Order of Magnitude Estimation: *[insert: amount in currencies of the Contract]*
6. Schedule Impact of Change: *[insert: description]*
7. Effect on Functional Guarantees, if any: *[insert: description]*
8. Appendix: *[insert: titles (if any); otherwise state "none"]*

For and on behalf of the Supplier

Signed:

Date:

in the capacity of: *[state: "Supplier's Representative" or higher level authority in the Supplier's organization]*

Part II – BMC’s Requirements

Section V – BMC’s Requirements

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

A. Background and Informational Materials

A.1 BACKGROUND

0.1 The BMC

- 0.1.1 Brihanmumbai Municipal Corporation (BMC) is a Local Self Government, governed by M.M.C. Act 1888 and providing various services to Citizens of Mumbai including health services, building permissions, water supply, sanitation, roads, storm water drains and many other services.
- 0.1.2 Disaster Management Department of BMC is a nodal agency for coordination in any impending disaster in the city of Mumbai, hereafter may be referred to as DMD of BMC.
- 0.1.3 Chief Officer (DM & CCRS) heads Disaster Management Department of BMC and is a decision-making authority with respect to proposed work.

0.2 The BMC’s Business Objectives for the Communication System

Preamble: Disaster Management Department of BMC is situated at 2nd floor of Annex

building of Municipal head office, Mumbai. The centralized operation of disaster management is executed from this office.

Disaster Management Department was set up at Municipal Head office with a specific aim of minimizing loss of life and property due to any disastrous situation that might occur anywhere within jurisdiction of Brihanmumbai Municipal Corporation. DMD coordinates between various stakeholders to provide quick and efficient emergency services to affected location.

1. Project Overview

BMC Disaster Management Service aimed at ensuring uninterrupted communication for critical operations. The solution includes secure connectivity between multiple hotline locations, a data center (DC), and a disaster recovery (DR) site through VSAT, MPLS VPN, and 4G/5G private APN or equivalent networks.

2. Solution

- **Hotline Locations (72 Sites)**
 - Deployment of IP Phones
 - SITC of multiple Connectivity as per BOQ
 - UPS backup for power redundancy
 - Secure connection
 - Integration with Cloud HPABX
- **Data Center (DC) at MHO**
 - Hosting of IP Phones for centralized communication
 - SITC of multiple connectivity as per BOQ
 - UPS for power backup
- **Disaster Recovery (DR) at CIDM, Parel**
 - Redundant setup mirroring the DC at MHO
 - IP phones & multiple connectivity as per BOQ
 - UPS for power continuity

3. Key Deliverables

- Deployment and configuration of IP phones at all locations
- Establishment of multiple connectivity for secured communication as per BOQ
- Cloud-based HPABX setup and integration
- Centralized monitoring and analytics system for call tracking
- UPS installation for power backup

4. Security & Compliance

- Encrypted communication over private APN and MPLS VPN
- Centralized call recording and logs for compliance tracking
- Redundant communication channels to ensure 99.99% uptime

5. Implementation Plan

- Phase 1: Planning & Network Design
- Phase 2: Hardware Deployment at Hotline Locations
- Phase 3: DC & DR Site Configuration
- Phase 4: Testing, Security Validation & Go-Live

6. Support & Maintenance

- 24x7 monitoring of all types of connectivity at all locations
- Periodic system health checks and maintenance
- On-site and remote support for troubleshooting

A.2 INFORMATIONAL MATERIALS

0.1 Existing Communication Systems / Information Technologies Relevant to the Communication System

Existing Communication Services: At present Emergency Operations Centre (EOC) at Municipal Head office of DMD is equipped with 60 hotlines, Back-up EOC at Parel is equipped with 51 Hotlines & Ward control Rooms are equipped with 55 hotlines. These hotlines enables EOCs / Ward Control Rooms to have a one-to-one communication with various stakeholders such as Assistant Commissioners of Municipal Wards, Control Rooms of Commissioner of Police, DG Police, Hospitals, Municipal Corporations of MMR region, Army, navy, Airforce, Airports, etc.

Challenges Faced/envisaged: There are communication challenges currently as the current solution is down most of the time due to connectivity services going down frequently. This disrupts the communication channel wherein Disaster Management Department is unable to communicate as there is no alternate redundancy solution available to coordinate during Disaster situations. The existing system does not offer modern communication features such as audio conferencing, data sharing, redundant connectivity at EOC & Ward levels, cloud telephony, soft phones, etc.

In this regards BMCs Disaster Management Department intends to establish a comprehensive communication solution with multiple Redundancy options between EOCs & all stakeholders in an integrated manner.

There is also a need of centrally monitoring Disaster Management Communication system. The solution proposed should have high level of service agreement with uptime commitment of 99.99%.

0.2 Stakeholders Roles and Responsibilities

Implementing an information software involves various stakeholders who play specific roles and have distinct responsibilities throughout the process. A clear definition of the roles and responsibilities of all the stakeholders in a project establishes transparency, accountability, manageability, and efficiency in the project. Following are the key stakeholders and their roles and responsibilities in implementing an Communication System:

1. **Executive Leadership:** Executive leaders, Senior Administration of BMC, have the overall responsibility for driving the implementation of the information software. Their roles include:
 - Setting strategic objectives and goals for the implementation.
 - Allocating necessary resources, including budget and personnel.
 - Providing guidance and support to the implementation team.
 - Overseeing the progress and ensuring alignment with organizational priorities.

2. IT Department & Other Departments of BMC: IT managers and department heads of BMC are responsible for managing the technical aspects of the implementation. Their roles include:
 - Assessing the BMC's IT infrastructure and evaluating the compatibility and integration requirements of the information software.
 - Collaborating with other departments and stakeholders to ensure smooth integration and minimize disruptions.
3. End Users: End users, such as employees or citizens, contractors (providing various services to BMC and requiring transacting on BMC applications) play a crucial role in the successful adoption and utilization of the information software. Their responsibilities include:
 - Participating in user acceptance testing and providing feedback on the usability and functionality of the software platform.
 - Participating in training programs or workshops to acquire the necessary skills and knowledge to effectively use the software platform.
 - Adhering to security protocols, best practices, and organizational policies while using the software platform.
 - Providing ongoing feedback and suggestions for improvement to enhance the user experience.
4. Consultants: In some cases, BMC may engage consultants to assist with the implementation of the Communication System. Their responsibilities include:
 - Providing expertise, guidance, and support in the selection, installation, and configuration of the software platform.
 - Assisting with customization, integration, and migration tasks.
5. The Supplier – The overall scope of work as well as roles & responsibilities for the selected Supplier shall include but not limited to the Supply, Installation, Testing, Commissioning, Operations, Maintenance, Design and Configuration of software applications for BMC as detailed in this bid document. The Supplier's teams will have following roles and responsibilities:
 - a. Project Manager: The project manager oversees the entire implementation process, ensuring effective coordination and timely completion of tasks. Their responsibilities include:
 - Developing a detailed project plan, including milestones, deliverables, and dependencies.
 - Planning and coordinating the implementation project, including resource allocation, timelines, and risk management.
 - Assigning tasks and responsibilities to team members, and tracking progress.
 - Managing risks, issues, and changes throughout the implementation.
 - Facilitating communication and collaboration among stakeholders.
 - Reporting project status, including successes, challenges, and recommendations, to executive leadership.
 - Overseeing the technical team and ensuring adherence to best practices and security standards.
 - b. Technical Team: The technical team, including developers, system administrators, and IT staff, plays a crucial role in implementing the Communication System. Their responsibilities include:
 - Installing, configuring, and customizing the Communication System based on the organization's requirements.
 - Integrating the software platform with existing systems, databases, or third-party applications.

- Testing and debugging the implementation to ensure functionality, performance, and security.
 - Providing ongoing maintenance, updates, and support for the software platform.
 - Offering training programs or workshops for end users.
- c. Legal and Compliance Team: The legal and compliance team of BMC and the Supplier ensures that the implementation of the Communication System adheres to relevant laws, regulations, and licensing requirements. Their responsibilities include:
- Assessing the licensing terms and conditions of the Communication System and ensuring compliance with applicable licenses.
 - Reviewing and approving any modifications or customizations to ensure compliance with licensing obligations.
 - Evaluating data privacy and security considerations associated with the software platform.
 - Providing guidance on intellectual property rights and legal implications of using Communication System.

These stakeholders collaborate and coordinate their efforts to ensure a successful implementation of the Communication System. Clear communication, well-defined roles and responsibilities, and effective project management are essential for a smooth implementation process and the achievement of desired outcomes.

B. Scope of Work

1. The scope will comprise following:
 - a. SITC of all equipment as per technical Specifications mentioned in tender document; consisting appropriate carpentry & civil block work.
 - b. SITC of Control System, Input Switching & Management
 - c. Laying of appropriate electric & network cables for power supply & connectivity between EOC at MHO, Back-up EOC at CIDM, Parel & 72 other locations.
 - d. SITC of suitable size racks at all 74 Locations to accommodate all devices/equipment proposed in the project.
 - e. Programming of entire System.
 - f. Integration of existing EPABX system & soft phone software with proposed solution.
 - g. Configuration of supervisory dashboard
2. Complete Site Survey, feasibility survey, Assembly and Commissioning, obtaining approval from BMC, furnishing of As-Built drawings and Operation and Maintenance Manuals, Training of BMC personnel, warranty of one year.
3. Designing of the system in accordance with the specifications, standards, statutory requirements and Local Codes & as per BOQ; strictly adhering to the **time to time guidelines issued by DoT.**

4. Preparation of the Network drawings inclusive of civil / electrical & carpentry works (if Any) based on the Tender conditions, Actual site conditions of RCP, Civil particulars like paneling, false ceilings, Electrical points, etc.
5. Antennas (if needed) will be installed on rooftops of BMC / Government / concerned agency's property. In case the concerned agency ask for any kind of testing for installation of antenna, the said tests need to be performed by SI at their own cost.
6. Bidder / SI shall provide supporting devices as per bandwidth requirements for performing load balancing (if needed for seamless execution of the work) between all 3 types of connectivity at EOC(MHO) & CIDM (Parel) & 2 types of connectivity at 72 other locations for connecting devices such as IP Phones, Computers, laptops, etc.
7. This department has prepared the tender for installation at 74 locations. In case, actual No of installations are less than 74 Nos, payment towards Line Items will be made as per actual Nos of installations. Any claim against non-utilized Items by the successful SI will not be entertained by this department.
8. The responsibility of installing all necessary software for proposed solution on Local / Central / cloud Server, updating the software throughout the contract period lies with SI.
9. Obtaining approval for the Design and Installation from the Chief Officer, DMU.
10. Obtaining proof of support from the ORIGINAL EQUIPMENT MANUFACTURER (OEM) for all equipments for the entire contract period.
11. The bidder shall confirm & submit proof from OEM for support regarding spares of installed equipments during entire contract period. The bidder has to replace faulty equipments at free of cost during entire contract period.
12. The bidder / SI can consider single or multiple ISPs for the subject work.
13. In case of non-availability of faulty equipment / spares from OEM during contract period, the Successful SI has to submit proof for the same & suggest the replacement of subjected equipment / spares. The suggested equipment / spares shall meet with the specifications mentioned in tender & it must be approved by BMC.
14. The successful Contractor shall preserve and hand over the Warranty Certificates and O&M Manuals and Tools and Tackles, etc. accompanying the materials properly to the BMC. They shall handover the Spares, balance unused consumables, etc. to BMC.

15. The successful contractor is responsible for providing latest updates, patches, etc. for all equipments during entire contract period at free of cost.
16. The successful Contractor shall attend the meetings at site with the BMC representatives as and when required in connection to the Contract. They shall maintain the utmost safety procedures at site and ensures that no accident or near-miss or any sort of mishap happens at site.
17. The work shall be carried out as per the delivery schedule prescribed in this tender document from receipt of the PO. The warrantee period of 1 Year for the equipment & allied accessories of BOQ will be considered from the SITC of last location commissioned. Hence, the total contract period for subject work will be **5 Years & 90 Days**.
18. The bidder shall mention brand (OEM) and model number of equipment & allied accessories of BOQ in tender document & submit a product broacher against which they are bidding, provided by OEM in Packet 'A & B' of a subject e-tender.
19. Bidder must submit the proof of authorized dealership / distributorship or an authority letter from OEM of required line Items. The Manufacturer Authorization Form of each equipment / services of BOQ from OEM shall be marked to Chief Officer, DMD or Municipal Commissioner, BMC; clearly mentioning the Bid number of this tender.
20. The detailed list of minimum specifications is mentioned in the tender document. It is to be noted that, any variation in case of minimum specification will lead to the disqualification of the bidder from e-tendering process of the subject work. Only listed products shall be utilized and trims, accessories of the Main Items shall also be listed from the same manufacturer.
21. Defect Liability Period (DLP) for the subject work is 12 Months from the date of successful commissioning of last location. Any defect, fault, etc which is not in accordance with contract arising during DLP, shall be amended or made good by the contractor at his own cost.
22. The Successful SI shall give demo & training of system & allied accessories of BOQ to the staff nominated by Disaster Management Department. They shall also train maintenance staff of this department regarding operation, necessary daily inspection and maintenance as & when needed.
23. The Successful SI shall maintain the equipment & allied accessories is to keep them in operation round the clock, throughout the contract period. The bidder shall rectify defects immediately to any of the equipment & allied accessories, if and when informed to them or noticed by Successful SI.

24. The Successful SI shall maintain the log book of maintenance activity of all equipment mentioned in BOQ, carried out at various locations and submit the service reports every month, duly signed by the concerned local BMC officer for the verification of this department.
25. The Successful SI must submit list of uninstalled equipment/allied accessories & justifications for the same. Any misleading/false justification will be considered as non-maintenance of particular equipment/allied accessories & will attract pro-rata penalty for the same.
26. The Successful SI shall solely be responsible to protect the software, local servers, servers deployed for subject work from any type of Virus Attacks.
27. Preventive maintenance of all equipment & allied accessories shall be carried out once a month and the report of the same signed by local BMC officer / staff shall be submitted throughout the contract period.
28. The bidder shall relocate equipment & allied accessories (entire location set up) as & when conveyed by this department at free of cost.
29. The bidders are requested to visit installation sites to get them well acquainted with the technical scope of work.
30. The bidder shall make all necessary arrangements to maintain a local machine (if any PC / Server needed). This includes preventive maintenance, OS upgradation, malware & virus protection & other hardware related changes/upgradations.

31. Managed Services Scope

1. VSAT Internet Services – SLA Management

Scope of Work:

- 99.99% SLA Monitoring
Continuous monitoring of VSAT links via NMS/NOC. Threshold-based alerting for signal drops or degradation.
- Preventive Maintenance
 - Physical inspection, dish alignment.
 - Antenna calibration, cable check, weatherproofing.
 - Signal strength and throughput verification.
- Reporting
 - Monthly uptime/downtime reports.
 - Maintenance visit reports.

2. 4G/5G& Broadband SD-WAN with Private APN – Multi-Telco, Secure WAN Infrastructure

Scope of Work:

- Hardware Provisioning & Configuration
 - Installation of SIM & Broadband capable SD-WAN routers.
 - Private APN configuration with telcos.
- Centralized Monitoring
 - Real-time dashboards for link status, signal strength, latency.
 - Alerts on SIM swap attempts and bandwidth breach.
- Reporting & Visibility
 - Daily usage and health reports.
 - Monthly summaries of exceptions and uptime.

3. Dedicated MPLS Connectivity – Enterprise-Grade Low-Latency Links

Scope of Work:

- SLA Monitoring
 - Continuous monitoring of latency, jitter, and packet loss.
 - Fault auto-ticketing with predefined SLAs.
- NOC Integration
 - End-to-end circuit visibility and link-wise analytics.
 - Fallback route design and proactive alerts.

4. Cloud Telephony – Centralized Voice Infrastructure

Scope of Work:

- User Management
 - Admin portal for user and IVR management.
- Analytics & SLA Reporting
 - Dashboards for call success/failure, call drops.

5. Operations, Support & Reporting – Managed Services Delivery

Scope of Work:

- 24x7 NOC Support
 - Real-time health monitoring for VSAT, SD-WAN, MPLS, Cloud Telephony.
- Dedicated Helpdesk & SPOC
 - Unified support for all tech components via phone/email.
- Tiered Escalation Support
 - L1 (First Response)
 - L2 (Technical Engineer)
 - L3 (OEM/Expert Engineer)
- Preventive Maintenance

- Firmware/patch management, device health tuning, and config backups.
- Training & Enablement
 - Initial onboarding
 - Documentation and FAQs.
- Reporting
 - Custom dashboards, call/fault logs, bandwidth usage, and trend reports.

6. Regulatory, Compliance & Documentation

Scope of Work:

- Compliance
 - Ensure VSAT, MPLS, and mobile services adhere to DoT/TRAI guidelines.
- Documentation
 - Network topology, IP plans, handover kits, and SOPs.

Deliverables Summary

Component	Deliverables
VSAT	Site visit logs, SLA reports, maintenance checklists
SD-WAN	Device configs, signal KPIs, SIM/link change logs
MPLS	QoS configs, fault tickets, latency metrics
Cloud Telephony	Call logs, user dashboards, IVR maps
Support	Helpdesk logs, training records, escalation reports

Manpower Management

- NOC Engineer (L1)
- Field Engineer (L2)
- SD-WAN/VSAT Specialist (L3)
- Cloud Telephony & Reporting SPOC

Service Level Agreement

1. The SI shall submit the survey / feasibility report of all 74 locations to BMC within 14 days from the receipt of Letter of Acceptance issued by BMC. The report shall have exact quantities of equipment in context with the Line Items mentioned in the BOQ of this tender.
2. The survey / feasibility report shall have following (but not limited to):
 - System Architecture & network design
 - List of Equipment as per location
 - Layout of appropriate electric & network cables for power supply & connectivity between EOC at MHO, Back up EOC at CIDM, Parel & as demanded at 72 other locations
3. The Purchase order for the work will be issued as per the quantity mentioned in the survey / feasibility report duly accepted by BMC.
4. The Bidder will have to provide satisfactory service to achieve the service level as desired by Disaster Management Department.
5. Network Management and support contract should be for a period of 5 years from the date of Acceptance of the services by Disaster Management Dept. The Services include all the services including maintenance of Routers/CPE supplied/installed by Bidder on recurring charge basis
6. The Bidder must maintain 99.99% Uptime throughout contract period from commissioning (Go-live) of the work.
7. Link Availability shall be calculated on Quarterly basis as follows:
 - Total Hours in Quarter = No of days in a quarter X 24
 - Total Downtime hours in Quarter = Downtime (In hours) calculated from when the call is logged or reported through monitoring tool at provider Helpdesk until services are restored
 - Pre-approved maintenance activity will not be considered for calculating Downtime.
 - **Formula to be utilize for uptime calculations:**
Uptime Calculation = [1- ((Down Time) / (Total Time – Maintenance Time))] x 100
8. The Response time for attending the faults will be 1 hours after they are reported to the Bidder. The Bidder will rectify the faults within 4 Hours of receiving intimation of fault, failing which the vendor will arrange temporary replacements. The services shall be provided 24x7 throughout contract period.

9. The SI shall provide a supervisory dashboard with login credentials to show live status of all the links commissioned. This dashboard shall have the functionality of calculating SLA for each site, all sites on daily, monthly, quarterly & yearly basis. A system generated SLA report through this dashboard will be considered for certifying the invoices submitted by the SI.
10. The bidder shall provide Call Drop Reports, Packet Loss Report, Bandwidth utilization in %, uptime / downtime reports, etc as demanded by Disaster Management Department.
11. **Service Unavailability** : Service Unavailability includes all the below scenarios
- Any Service is down
 - Any Router/CPE is down
 - Auto Failover between the links is not happening
 - Service/Link is Unavailable due to configuration issue
 - Unable to do configuration/Reconfiguration on router/CPE as desired by BMC team
 - Any other Scenario due to which services are not available at any location.

12. Accountability of Manpower:

The Successful SI shall provide supervisors as follows to emergency operation centre at MHO, BMC:

Sr No	Description	Designation	Daily Requirement
1	Throughout Contract period	Supervisor	3 Shifts

This is daily requirement throughout the Contract period. It will be the prerogative of the principal employer i.e. BMC to deploy any number of supervisors in any shift anywhere as required. Also, BMC reserves the right to taper down the requirement of manpower by giving 15 Days' notice to the SI.

SI shall depute manpower fulfilling the following qualification & conditions –

Resource Profile	High Level Role and Responsibilities	Minimum Qualification
System Supervisor	<p>Monitoring of entire system.</p> <p>It includes all necessary arrangements to keep all infrastructures up & running. Coordinating with various agencies for Monitoring the system & following any instructions and tasks entrusted by BMC Officers. It also includes change requests related to customizations and enhancements as suggested by the user department.</p> <p>System Supervisor shall be responsible for development related activities like customizations, change requests, enhancement requests, etc. for the application during the contract period.</p> <p>System Supervisor will be one point contact for any query / fault regarding system.</p>	<p>Graduation in IT / EXTC / Computers or equivalent with minimum 1 year experience in IT / EXTC / Computers / ITES or Equivalent</p> <p>OR</p> <p>Diploma in IT / EXTC / Computers or Equivalent with minimum 2 years' experience in IT / EXTC / Computers / ITES or Equivalent</p>

1. The Successful SI should provide personnel having minimum qualification mentioned in tender document. The candidate shall be fluent in reading, writing & speaking Marathi & working knowledge of Hindi & English languages.
2. The SI shall provide a descent uniform to Supervisor & all other staff member they will appoint for this project. The uniform shall be approved Chief Officer (DM & CCRS). A disciplinary action deemed fit may be taken by BMC if the Supervisor / Staff deployed for subject work is not wearing the uniform.
3. The Successful SI shall submit the details of the candidates who are to be engaged by the Successful SI to BMC, before deploying them along with all applicable documents. After verification of documents the BMC will allow the Successful SI to engage only such verified persons to the BMC.

4. The deployed personnel shall be on the pay rolls of the Successful SI. No outsourcing by the Successful SI shall be allowed under any circumstances.
5. The deployment of manpower shall be as per the requirement of the BMC, which may increase or decrease depending upon the requirement during the contract period. **Entering into the contract doesn't guarantee any manpower requirement to BMC.**
6. The duty timings will be 7.00 am to 3.00 pm or/ & 3.00 pm to 11.00 pm or/ & 11.00 pm to 7.00 am for contract period including all the holidays, Saturdays & Sundays.
7. The Successful SI should maintain complete record/log of all equipment and allied accessories maintenance calls attended by his personnel during entire contract period. The complete report of the same be submitted to concerned officer of BMC at regular intervals as decided by BMC.
8. The Successful SI shall replace immediately (within 72 hrs) any of its personnel who is found unacceptable to BMC because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from BMC. The delay in providing a substitute would attract a penalty @Rs.5000/- per day per shift on the vendor.
9. The Successful SI shall keep adequate pool of supervisors to work as substitute/ reliever in place of regular, whenever the regular supervisor is on weekly holiday, national holiday, any leave, unauthorized absence or he/she left the services of Successful SI. No extra payment shall be made to the Successful SI in case of substitutes /relievers deployed **except in case of statutory paid leave when the regular supervisor is on authorized statutory paid leave.**
10. It shall be the responsibility of Successful SI to pay wages to the employee on or before the 7th day of next month through bank account. It shall also be the responsibility of Successful SI to make timely contributions towards PF, ESIC, and other statutory provisions.
11. The Successful SI should not pay wages to its employees less than the **Minimum wages prescribed by the State Govt. of Maharashtra from time to time**
12. After paying wages & other statutory dues, the Successful SI should submit its bill to the BMC along with muster cum wage register, relevant documents of PF, ESIC, professional tax and any other payment made under any other statute.
13. The payment shall be made as described in tender document after verifying all details of the bill & the relevant documents attached to it, following BMC procedure.
14. It will be binding on the Successful SI to implement all labour laws which are applicable to the Successful SI and its employees and the principal employer i.e. BMC.

13. Delivery Schedule

Item No.	Description of Items	Timelines, Consider T=Date of acceptance of PO
1	SITC of Connectivity 1	Supply: T1=T+30 Days Installation & Commissioning: T2=T1+60 Days
2	SITC of Connectivity 2	Supply: T1=T+30 Days Installation & Commissioning: T2=T1+60 Days
3	SITC of UPS	Supply: T1=T+30 Days Installation & Commissioning: T2=T1+60 Days
4	SITC of Cloud Telephony Solution	Installation & Commissioning: T2=T1+60 Days
5	SITC of IP Phone	Supply: T1=T+30 Days Installation & Commissioning: T2=T1+60 Days
6	SITC of Connectivity 3	Supply: T1=T+30 Days Installation & Commissioning: T2=T1+60 Days
7	CSMC of all Hardware	From the date of acceptance of the solution by BMC to 60 th Month
8	Providing Manpower	From the date of acceptance of the solution by BMC to 60 th Month

14. Non Performance Charge & Penalty:

1. The Selected bidder will have to provide satisfactory service to BMC to achieve the service
2. Penalty shall be calculated based on proportionate period of Downtime as below as and when such instances arise
3. Only pre-approved maintenance activities will be considered as maintenance time for calculating SLA.
4. **The services (Application & Hardware) shall achieve 100% uptime failing to which a penalty @ 0.01% of contract value per 15 minutes per instance or part thereof will be imposed on successful bidder/SL.**
5. **Quarterly link availability uptime less than 99.00% will be termed as the 'Major failure', 1(One) such Major failure during Monsoon/emergency call or 3(Three) such Major failures in a year may lead to the termination of contract following due BMC procedures.**

Service Period SLA			
Deliverables	Quarterly Link Availability (Uptime)	Quarterly Link Non Availability in Minutes	Penalty Amount
Availability/Uptime of Services	Greater than 99.99%	Upto 12 Min 57 Sec	Nil
	Greater than 99.99% and less than 99.95%	12 Min 58 Sec to 64 Min 55 Sec	1 Day Credit Equivalent of the connectivity 1, 2 & 3
	Greater than 97.0% and less than 99.0%	64 Min 56 Sec to 3888 Mins (64.80 Hrs)	3 Days Credit Equivalent of the connectivity 1, 2 & 3
	Greater than 95.0% and less than 97.0%	3889 Mins (64.81 Hrs) to 6480 Mins (108 Hrs)	5 Days Credit Equivalent of the connectivity 1, 2 & 3
	Less than 95%	Above 6480 Mins (108 Hrs)	10 Days Credit Equivalent of the connectivity 1, 2 & 3

15. Payment & Penalty Terms:

Item No	Description	Frequency of payment	Penalty
1	SITC of Connectivity 1	<p>60% payment towards CAPEX of Item Nos 1, 2, 3, 5 & 6 will be made after satisfactory supply of all items needed for SITC of 74 Nos of locations, Remaining 40% payment towards CAPEX of Item Nos 1, 2, 3, 5 & 6 will be made after satisfactory Installation, Testing & Commissioning of all 74 Nos locations, following due BMC procedures within 30 days from receipt of the bill after receipt of all applicable deliverable. BMC reserves the right to hold the CAPEX payment towards non-commissioned locations due to any reason.</p> <p>Payment towards OPEX cost of Item Nos 1, 2 & 6 will be made on quarterly basis from the date of acceptance of the services. This payment will be made on pro rata basis for the satisfactorily commissioned sites only, following due BMC procedures within 30 days from receipt of the bill.</p>	<p>For SITC phase: 0.5% per week or part thereof of all the items to be supplied under Item Nos 1, 2, 3, 5 & 6 as per PO issued.</p> <p>0.5% per week or part thereof of respective line items of work that are not successfully installed resulting into inability of BMC to use the supplied network hardware & related services</p> <p>For CSMC Phase: As mentioned in SLA Table above</p>

2	SITC of Connectivity 2	As mentioned against Item No 1	As mentioned against Item No 1
3	SITC of UPS	As mentioned against Item No 1	As mentioned against Item No 1
4	SITC of Cloud Telephony Solution	There will be no CAPEX payment for Item No 4, Payment towards OPEX will be made quarterly as per actual no of cloud telephony licenses utilised for the entire solution for all locations.	As mentioned against Item No 1
5	SITC of IP Phone	CAPEX Payment will be as mentioned against Item No 1 OPEX payment of this Line Item is covered under Item No 7	As mentioned against Item No 1
6	SITC of Connectivity 3	As mentioned against Item No 1	As mentioned against Item No 1
7	CSMC of all Hardware	Quarterly, following due BMC procedures within 30 days from receipt of the bill.	As mentioned against Item No 1
8	Providing Manpower	Quarterly, following due BMC procedures within 30 days from receipt of the bill.	No payment for the absent shift & a penalty equivalent to payment of 1 shift
Note:	Frequency of payment is indicative only; actual payment made to successful contractor is subject to scope, terms & conditions laid down in tender document		

C. Legal, Functional, Architectural, System Administration, Performance & Security Requirements

1. Legal and Regulatory Requirements to be met by the Communication System

When designing and implementing Communication System it is crucial to consider the legal and statutory requirements that govern the collection, storage, and processing data. The Supplier shall ensure following common legal and statutory requirements for Communication System:

1.1 Data Protection and Privacy Laws:

- Comply with applicable data protection and privacy laws like DPDPA 2023.
- Implement appropriate security measures to protect personal and sensitive information stored in the Communication System.
- Obtain necessary consent from individuals for the collection, storage, and processing of their personal data.

1.2 Security Safeguards: Implement robust security measures to protect data from unauthorized access, use, or disclosure. This includes technical and organizational safeguards such as access controls, encryption, authentication mechanisms, audit trails, and incident response procedures.

1.3 Records Management:

- Adhere to recordkeeping requirements imposed by legal, industry, or government regulations.
- Define document retention periods and disposal policies in compliance with relevant laws and regulations.
- Implement appropriate controls to ensure the integrity and authenticity of electronic records stored in the Communication System.

1.4 Record Retention and Data Destruction: Comply with regulations regarding the retention and disposal of records.

1.5 Interoperability Standards: Ensure compliance with interoperability standards and regulations to facilitate the exchange of information with other providers, systems.

1.6 Intellectual Property Rights:

- Ensure compliance with copyright laws and respect intellectual property rights when storing and managing copyrighted documents or content within the Communication System.
- Establish policies and procedures to prevent unauthorized sharing, distribution, or use of copyrighted materials.

1.7 Electronic Signatures and Authentication:

- Implement mechanisms for secure electronic signatures and authentication of documents within the Communication System, if required by applicable regulations.

1.8 Legal Hold and eDiscovery:

- Implement features or processes within the Communication System to support legal holds, which require the preservation of documents relevant to ongoing or potential litigation or investigations.
- Ensure the ability to perform efficient searches and retrieval of documents during the eDiscovery process, if necessary.

1.9 Audit Trail and Logging:

- Maintain an audit trail of user activities, document access, and modifications within the Communication System to support compliance, investigations, or audits.
- Implement appropriate logging mechanisms and retain logs in accordance with legal and regulatory requirements as specified by CERT-In.

1.10 Data Breach Notification:

- Establish procedures to detect, respond to, and notify relevant parties in the event of a data breach or unauthorized access to documents stored in the Communication System, as required by applicable data breach notification laws.

1.11 Documentation and Policy Requirements:

- Develop and maintain policies, procedures, and documentation related to the management, use, and security of documents within the Communication System.
- Regularly review and update these policies to align with changing legal and regulatory requirements.

2. Functional/Technical/Operational Requirements to be met by the Communication System

The Supplier is required to fulfill the functional/operational requirements of proposed Communication Systems as detailed under Section B Scope of Work - List of Software Applications / Services covered under the scope of work.

3. Architectural Requirements to be met by the Communication System

The architectural requirements of Communication System define the overall structure, components, and technologies that enable the system to fulfill its functional requirements. The Supplier is required to fulfill following key architectural requirements for the Communication System:

- 1.1 Modularity and Scalability: The Communication System should be designed in a modular manner, with separate components or modules for different functionalities. This allows for flexibility in adding or modifying specific modules as per the BMC's requirements. The system

should also be scalable, capable of handling increasing data volumes and user loads without significant performance degradation.

- 1.2 Centralized Database: The Communication System typically requires a centralized and secure database to store and managedata. The database should support efficient data storage and retrieval, enforce data integrity and consistency, and provide mechanisms for data backup and recovery.
- 1.3 Interoperability: The Communication System should be designed to facilitate interoperability with other Communication Systems and external entities. This includes the ability to exchange data with other systems. Standardized protocols and data formats (e.g., XML, CSV etc.) should be implemented to enable seamless integration and data exchange.
- 1.4 Web-Based Interface: A web-based user interface is often desirable for an Communication System, as it provides accessibility from various devices and locations without the need for specific client installations. The interface should be intuitive, user-friendly, and responsive, allowing users to efficiently navigate through the system and perform their tasks.
- 1.5 Security and Privacy: Robust security measures should be incorporated into the Communication System architecture to safeguard transaction data and ensure compliance with privacy regulations. This includes mechanisms for user authentication, access controls, data encryption, audit trails, and protection against unauthorized access or data breaches.
- 1.6 Integration Middleware: An Communication System often requires middleware components to facilitate data integration and exchange between different systems. Integration middleware acts as a bridge, enabling seamless communication and data flow between the Communication System and external systems or modules within the Communication System architecture. This may involve the use of application programming interfaces (APIs), message queuing systems, or service-oriented architecture (SOA) principles.
- 1.7 High Availability and Disaster Recovery: The Communication System should be designed with high availability and disaster recovery capabilities to ensure continuous access to criticalinformation. This may involve redundant hardware configurations, load balancing, fault tolerance mechanisms, and data backup strategies to mitigate the impact of hardware or software failures, natural disasters, or other disruptive events.
- 1.8 Analytics and Reporting Framework: The Communication System architecture should include a framework for data analytics and reporting. This may involve components such as dedicated analytics modules to enable the generation of meaningful insights from the data collected by the system.
- 1.9 Mobile Compatibility: With the increasing use of mobile devices, the Communication System architecture may need to support mobile compatibility. This includes the ability to access and interact with the system using mobile applications or responsive web design optimized for mobile devices.
- 1.10 Standards and Interoperability Compliance: The Communication System architecture should adhere to industry standards and interoperability frameworks to ensure compatibility and seamless data exchange with other systems. Standards such as xml, csv etc. are commonly used in the data exchange.

4. Systems Administration and Management Functions Required to be met by the Communication System

The Systems Administration and Management functions of Communication System involve the ongoing monitoring, maintenance, and optimization of the system to ensure its smooth operation and effectiveness. These functions are crucial for managing the technical infrastructure, user support, system upgrades, and overall governance of the Communication System. The Supplier MUST provide for following key Systems Administration and Management functions of the Communication System:

4.1 System Configuration:

- Configuration options to customize and adapt the Communication System to the organization's needs, such as defining metadata attributes, document types, workflows, and templates.
- Ability to configure system-wide settings, including security parameters, retention policies, document storage locations, and system behavior.

4.2 User and Role Management:

- Ability to create, manage, and delete user accounts within the Communication System.
- Role-based access control to assign different levels of privileges and permissions to users based on their roles and responsibilities.
- User provisioning and deprovisioning processes to efficiently manage user access.

4.3 Security and Access Control:

- Centralized management of security features, including user authentication and authorization mechanisms.
- Ability to define and manage user roles, permissions, and access rights.
- Integration with existing authentication systems, such as LDAP or Active Directory, for seamless user management.

4.4 Data Management and Security:

- Ensure data integrity, accuracy, and privacy by implementing robust data management practices.
- Regularly backup and archive data to prevent loss or corruption.
- Implement security measures, such as user authentication, access controls, and encryption, to protect sensitive health information.
- Stay updated with security best practices and address vulnerabilities through regular security assessments and patch management.

4.5 Backup and Recovery:

- Ability to schedule and perform regular backups of the Communication System data.
- Configurable backup options, such as full or incremental backups, and support for various backup media or cloud storage.
- Recovery mechanisms to restore the Communication System to a previous state in case of data loss or system failure.

4.6 System Integration and APIs:

- Integrate APIs and develop integration capabilities to connect the Communication System with other systems or third-party applications.

- Manage and configure integration settings, including authentication credentials, data mapping, and synchronization options.

4.7 System Monitoring and Performance Management:

- Monitor the Communication System infrastructure, including hardware, servers, networks, and databases, to ensure optimal performance.
- Implement monitoring tools and processes to track system availability, response times, and resource utilization.
- Identify and address performance bottlenecks or issues to maintain system efficiency.
- Logging and auditing capabilities to record and track user actions, document access, modifications, and system events.
- Capacity planning to ensure the Communication System infrastructure can accommodate future growth and increasing demands.

4.8 User Support and Training:

- Provide user support and help desk services to address technical issues, system usage queries, and troubleshooting.
- Conduct regular training sessions to educate users on system functionalities and updates.
- Develop user manuals, guides, and knowledge bases to assist users in utilizing the Communication System effectively.

4.9 Reporting and Analytics:

- Reporting tools and features to generate predefined or custom reports on system usage, performance, or document-related metrics.
- Analytics capabilities to analyze and derive insights from the Communication System data, such as user behavior, document trends, or system performance.

4.10 Change Management and Governance:

- Establish change management processes to control system changes and minimize disruptions.
- Conduct impact assessments and risk analysis for proposed system changes or upgrades.
- Define and enforce governance policies and procedures to ensure compliance with regulatory requirements, industry standards, and organizational guidelines.
- Establish a change control board or committee to review and approve system changes.

4.11 System Upgrades and Maintenance:

- Plan and implement system upgrades, including software updates, bug fixes, and feature enhancements.
- Perform routine maintenance tasks, such as system configuration, optimization, and database management.
- Coordinate with vendors teams for system patches, bug resolutions, or new feature implementations.
- Schedule and perform system maintenance tasks, such as database optimization, index rebuilding, or performance tuning.

4.12 System Evaluation and Continuous Improvement:

- Monitor and evaluate the performance and effectiveness of the Communication System against defined objectives and metrics.

- Collect user feedback and conduct surveys to gather insights for system improvement.
- Identify areas for enhancement, prioritize system enhancement requests, and plan for future or upgrades.
- Stay updated with emerging technologies and industry trends to leverage innovations that can benefit the Communication System.

5. Performance Requirements of the Communication System

Performance requirements for Communication System define the desired levels of system performance in terms of speed, responsiveness, scalability, and reliability. Meeting these requirements ensures that the Communication System can effectively handle user demands and provide timely access to critical health information. The Supplier shall fulfill following key performance requirements for an Communication System:

- 5.1 Availability: The Communication System should be highly available, ensuring uninterrupted access to critical health information. It should minimize downtime due to system maintenance, upgrades, or unforeseen failures. Availability requirements are specified in Service Level Agreement table.
- 5.2 Response Time: The Communication System should exhibit fast response times, ensuring that users experience minimal delays when interacting with the system. Response times should be optimized for various operations, such as searching transaction records, retrieving test results, generating reports, or processing transactions. Response time requirements are specified in Service Level Agreement table.
- 5.3 Throughput: The Communication System should have the capability to handle a high volume of transactions and user requests concurrently. It should be designed to handle peak loads without significant performance degradation. Throughput requirements may be defined in terms of the number of transactions processed per unit of time.
- 5.4 Scalability: The Communication System should be scalable to accommodate increasing data volumes, user loads, and system complexity. Scalability can be achieved through vertical scaling (increasing hardware resources) or horizontal scaling (adding more servers or instances). The system should be able to handle future growth and expansions without sacrificing performance.
- 5.5 Concurrency: The Communication System should support multiple concurrent users accessing and updating data simultaneously. It should handle concurrent transactions without conflicts, ensuring data consistency and avoiding data corruption or data integrity issues.
- 5.6 Security Performance: The Communication System should incorporate robust security measures without compromising system performance. This includes authentication and authorization mechanisms, data encryption, and secure communication protocols. Security measures should be implemented efficiently to prevent performance degradation. Response time requirements are specified in Service Level Agreement table.
- 5.7 Data Retrieval and Reporting: The Communication System should provide fast and efficient data retrieval capabilities, enabling users to access transaction records, reports, and other relevant information quickly. Report generation, including statistical reports and data analytics, should be performed in a timely manner.

5.8 Data Import and Export: The Communication System should support efficient and timely data import and export processes. It should handle large data imports, without causing significant delays or performance issues. Data exports for sharing with external systems or generating data backups should also be performed in a reasonable timeframe.

5.9 System Monitoring and Logging: The Communication System should include mechanisms for system monitoring, performance tracking, and logging. It should provide insights into system usage, resource utilization, and performance bottlenecks. Monitoring and logging should be optimized to capture relevant information without causing excessive system overhead.

6. Security Requirements of the Communication System

Security is a critical aspect of Communication System across its entire lifecycle to protect sensitive information, ensure confidentiality, integrity, and availability of data, and prevent unauthorized access or breaches. The Supplier must follow, provide and implement fulfill following key security requirements for the Communication System for each phase:

6.1 Design:

- Threat modeling: Identify potential threats and vulnerabilities specific to the system and its environment.
- Risk assessment: Evaluate the potential risks associated with the system and prioritize them based on their impact and likelihood.
- Security architecture: Design a secure architecture that incorporates appropriate security controls, such as access controls, encryption, and intrusion detection systems.
- Data classification: Classify data based on sensitivity and define security measures accordingly.
- Security policies: Develop and document security policies and procedures that outline acceptable system usage, access control, and incident response.

6.2 Configuration:

- Clearly Define Default Settings: Need to reduce the likelihood of errors and simplify the configuration process for users by Providing clear default values for configuration and document default settings.
- Validate Configuration Changes: Implement mechanisms to validate configuration changes before they are applied.
- Secure Configuration Storage: Protect sensitive configuration information from unauthorized access, modification, or disclosure by using encryption, access controls, and auditing.
- Monitor Configuration Changes: Track and log all configuration changes to identify unauthorized modifications, troubleshoot issues, and maintain accountability by using tools that can alert you to changes in configuration files and settings.

- **Implement Configuration Drift Detection:** Check for configuration drift, where settings deviate from the intended configuration using automated tools and minimize manual configuration. Use scripts or configuration management tools to automate deployment.
- **Test Configuration Changes:** Test all configuration changes in a non-production environment before deploying them to production to identify any potential issues or unintended consequences.
- **Document Configuration:** Maintain clear and comprehensive documentation of all configuration settings and include explanations of each setting, its purpose, default values, and potential implications.

6.3 Installation:

- **Secure installation:** Ensure that hardware and software components are installed securely, following best practices and secure configuration guidelines.
- **Security updates:** Apply necessary security patches and updates to address known vulnerabilities in the installed components.
- **System hardening:** Disable unnecessary services, remove default accounts, and enforce secure configurations for hardware and software.
- **Physical Security:** Implement physical security measures to protect the Communication System infrastructure, such as data centers, servers, and networking equipment. This includes secure access controls, surveillance systems, backup power supply, and environmental controls (e.g., temperature, humidity).
- **Malware Protection:** Deploy up-to-date antivirus and anti-malware solutions to detect and prevent malicious software from infecting the Communication System infrastructure, workstations, and servers. Regularly update antivirus signatures and perform system scans to detect and mitigate any potential threats.

6.4 Testing:

- **Security testing:** Conduct regular security testing, including vulnerability assessments, penetration testing, and security code reviews, to identify and remediate security vulnerabilities.
- **Incident response testing:** Test incident response plans and procedures to ensure an effective response to security incidents.

6.5 Commissioning:

- **User access controls:** Implement user authentication, authorization, and access management mechanisms.
- **Security monitoring:** Deploy tools for monitoring system logs and detecting potential security incidents.
- **Incident response:** Establish procedures for handling security incidents and responding to breaches. Establish an incident response plan and procedures to handle security incidents, breaches, or unauthorized access attempts. This includes defining roles and responsibilities, incident reporting mechanisms, and steps to mitigate the impact of security incidents.

- System backups: Regularly back up system data to ensure data availability and recovery in case of system compromises.

6.6 Deployment:

- Change management: Establish processes for managing changes to the system and ensure that security is considered during change implementation.
- User awareness training: Provide security awareness training to system users to educate them about security risks and best practices.
- Secure remote access: Implement secure remote access mechanisms for authorized personnel.
- Security audits: Conduct regular security audits to assess the effectiveness of security controls. Security Audit to be conducted by CERT-In empaneled agency at a frequency specified by CERT-In from time to time (which is twice a year at present) including compliance of the audit observations / vulnerabilities within the time limit specified by CERT-In.

6.7 Operations:

- User management: Implement strong user access controls, enforce password policies, and regularly review user privileges. This includes user authentication (e.g., passwords, multi-factor authentication), role-based access control (RBAC), and user privilege management.
- Audit Trail and Logging: Maintain an audit trail and comprehensive logging system to record all activities within the Communication System. This includes user actions, system events, and access attempts. Log files should be securely stored and regularly reviewed to detect and investigate any suspicious or unauthorized activities.
- Secure Communication: Implement secure communication protocols, such as encrypted channels and virtual private networks (VPNs), to protect data transmitted between different components of the Communication System, as well as external systems or networks.
- **Security awareness training:** Continuously train users to recognize and report security threats. Conduct regular security awareness training for Communication System users, including employees, administrators, and other BMC staff. Educate them about security best practices, potential risks, and their roles and responsibilities in maintaining the security of the Communication System and transaction data.
- **Continuous monitoring:** Monitor system logs, network traffic, and security events to detect and respond to security incidents.
- **Incident response:** Maintain incident response capabilities and improve processes based on lessons learned.
- **Backup and recovery:** Regularly perform backups and test data restoration procedures. Implement regular data backup procedures and disaster recovery plans to ensure data availability and business continuity in the event of system failures, natural disasters, or other emergencies.
- **Vendor management:** Apply security controls when engaging third-party vendors. Ensure that third-party vendors and partners involved in the Communication System implementation or providing related services adhere to appropriate security measures. This includes conducting due diligence, defining security requirements in contracts, and regularly assessing their security practices.

- **Compliance and Regulatory Requirements:** Ensure compliance with relevant service regulations, data protection laws, and industry standards that govern the handling of transaction information and security practices.

6.8 Maintenance:

Vulnerability management: Regularly scan for vulnerabilities and apply necessary patches and updates to address them. Stay up to date with the latest software updates, patches, and security fixes provided by the Communication System Supplier / Original Equipment Manufacturer (OEM). Implement a patch management process to address any identified security vulnerabilities.

- **System updates:** Keep software and firmware up to date to address security vulnerabilities.
- **Configuration management:** Maintain proper configuration of system components.
- **Security incident response:** Continuously improve incident response processes based on lessons learned.
- **System retirement:** Develop secure procedures for decommissioning and disposing of systems.

These security requirements help safeguard the Communication System and protect against potential threats and vulnerabilities. It is important to adapt and update security measures to address emerging threats and comply with applicable laws and regulations. Additionally, the Supplier should conduct regular security assessments and engage with security professionals to ensure a comprehensive and robust security posture throughout the system's lifecycle.

D. SERVICE SPECIFICATIONS – PROVISION TOOLS

7. System Analysis, Design and Configuration

System analysis, design, and configuration are crucial phases in the implementation of Communication System. These phases involve gathering requirements, designing the system architecture, and configuration the software components. The Supplier shall fulfill following requirements for each phase:

System Analysis:

7.1 Requirement Gathering: Conduct interviews, surveys, and workshops with stakeholders to understand their needs and expectations. Identify functional requirements (e.g., user registration, appointment scheduling, billing), non-functional requirements (e.g., performance, security), and constraints (e.g., regulatory compliance).

7.2 Stakeholder Analysis: Identify and analyze the different stakeholders involved in the Communication System, such as administrators, employees, users, and external agencies. Understand their roles, responsibilities, and information needs within the system.

7.3 Workflow Analysis: Analyze existing workflows and processes within the department/s to identify areas for improvement and automation. Document the flow of information, interactions, and decision points between different stakeholders.

7.4 Data Analysis: Analyze the types of data required for the Communication System. Define data structures, relationships, and data validation rules. Consider data privacy and security requirements.

System Design:

- 7.5 System Architecture: Design the overall system architecture, including hardware and software components, network infrastructure, and integration points with other systems. Consider scalability, fault tolerance, and performance requirements.
- 7.6 Database Design: Design the database schema, tables, and relationships to store and manage the Communication System data. Consider data normalization, data integrity, and performance optimization. Incorporate security measures such as access controls and encryption.
- 7.7 System Integration: Identify interfaces and integration points with other existing systems within the department / organization. Define data exchange formats, communication protocols, and message standards.

7.8 Documentation to be delivered as part of System Analysis, Design and Configuration

7.8.1 Project Inception Report containing the following.

- 7.8.1.1 Project Implementation Plan: This document outlines the overall strategy, objectives, and activities for implementing the Communication System project. It includes a timeline, milestones, resource allocation, and responsibilities. The implementation plan serves as a roadmap for the project team and stakeholders.
- 7.8.1.2 Communication Plan: The communication plan details how project communication will be managed throughout the implementation process. It includes information on communication channels, frequency, stakeholders, and the types of information to be communicated. The plan ensures effective communication among project team members, stakeholders, and users.
- 7.8.1.3 Risk Management Plan: The risk management plan identifies potential risks and outlines strategies for mitigating and managing them. It includes a risk register, risk assessment, and risk response plans. The plan helps anticipate and address potential obstacles that may arise during the implementation of the Communication System.
- 7.8.1.4 Training Plan: The training plan defines the approach for training end-users on how to use the Communication System effectively. It includes training objectives, curriculum, delivery methods, schedules, and resources required for training. The plan ensures that end-users receive the necessary knowledge and skills to utilize the Communication System.
- 7.8.1.5 Testing and Quality Assurance Plan: The testing and quality assurance plan defines the approach for testing the Communication System for functionality, performance, and accuracy. It includes test objectives, test cases, test scripts, and acceptance criteria. The plan ensures that the Communication System meets the defined requirements and quality standards before going live.
- 7.8.1.6 Change Management Plan: The change management plan addresses how changes and updates to the Communication System will be managed during and after implementation. It includes change request processes, change control procedures, and change impact assessment. The plan helps minimize disruption and ensures that changes are implemented smoothly.
- 7.8.1.7 Go-Live Plan: The go-live plan outlines the activities, procedures, and timelines for transitioning from the configuration phase to the operational use of the Communication System. It includes tasks such as system deployment, user training, data migration, and post-go-live support. The plan ensures a smooth and successful transition to the live environment.

8. System Integration (to other existing systems)

System integration is a crucial aspect of Communication System as it enables seamless communication and data exchange between the Communication System and other systems within the departments of the organization. The Supplier shall fulfill following common system integration requirements for an Communication System:

8.1 Identity and Access Management Integration: Integrate the Communication System with the organization's identity and access management system to ensure seamless user authentication, single sign-on, and user provisioning. This integration simplifies user management, enhances security, and improves user experience.

8.2 API and Integration Capabilities:

- Provide well-documented APIs (Application Programming Interfaces) that allow other systems or applications to access and interact with the Communication System functionality.
- Support standard protocols and data formats, such as RESTful APIs, SOAP, XML, JSON, or OData, for seamless integration with different systems.
- Define authentication and authorization mechanisms for secure access to the Communication System APIs and ensure proper data protection.

8.3 Email and Messaging Integration:

- Integrate with email clients or messaging systems to enable notifications, or task assignments through email or instant messaging.
- Support email attachments or links that directly access documents stored in the Communication System, ensuring seamless document exchange and collaboration.

8.4 Integration with Enterprise Systems:

- Integrate with enterprise systems, such as Building Unique Identification System, Customer Relationship Management (CRM), Enterprise Resource Planning (ERP), or Human Resources Management (HRM) systems(if required) etc., to enable Communication System within the context of broader business processes.
 - Other Applications, as and when requested by the department

8.5 Reporting and Analytics Integration:

- Provide integration capabilities with reporting or analytics platforms to extract and analyze document-related metrics, user activities, or system performance data.
- Enable data exchange between the Communication System and these platforms to generate comprehensive reports or perform advanced analytics on Communication System processes.

9. Training and Training Materials

Training is a critical component in the successful implementation and adoption of Communication System. It ensures that users are equipped with the necessary knowledge and skills to effectively use the Communication System. The Supplier shall provide following key training and training materials for the Communication System:

9.1 User Training:

- Provide comprehensive training programs for end-users who will interact with the Communication System on a regular basis.

- Cover fundamental concepts, features, and functionalities of the Communication System, tailored to different user roles and responsibilities.
- Include hands-on exercises and practical examples to reinforce learning and application of Communication System capabilities.

9.2 Administrator Training:

- Provide specialized training for system administrators or IT staff responsible for managing and maintaining the Communication System infrastructure.
- Cover system configuration, installation, upgrades, and backup and recovery procedures.
- Train administrators on user and group management, access control settings, and security configurations within the Communication System.
- Provide guidance on managing document types, metadata schemas, workflows, and retention policies.
- Train administrators on monitoring system performance, generating reports, and troubleshooting common issues.
- Address system customization options, including branding, interface configuration, and integration with other systems.

9.3 Documentation and Knowledge Base: Maintain a comprehensive documentation repository and knowledge base that includes training materials, FAQs, troubleshooting guides, and best practices. This serves as a reference for users to reinforce their learning and find answers to common questions.

9.4 User Support Channels: Establish user support channels, such as a helpdesk, online ticketing system, or dedicated support team, to address user queries, issues, and requests for assistance. Prompt and efficient support is crucial in ensuring user confidence and satisfaction with the Communication System.

It's important to allocate adequate resources, including trainers, training facilities, and training technology, to ensure the successful delivery of training programs. The Supplier shall regularly assess the effectiveness of the training initiatives and make necessary adjustments to continuously improve the user training experience. By addressing these training requirements, the Supplier can ensure that users and administrators have the necessary knowledge and skills to leverage the full potential of the Communication System, resulting in increased productivity, improved Communication System practices, and successful adoption of the system within the organization.

10. Documentation Requirements

Documentation is essential for the effective implementation, operation, and maintenance of Communication System. The Supplier shall ensure that the following key documentation requirements are fulfilled for the Communication System:

10.1 System Documentation: Create comprehensive documentation that describes the Communication System system architecture, infrastructure requirements, hardware and software dependencies, and network configurations. This documentation provides an overview of the system and serves as a reference for system administrators and IT personnel.

10.2 User Manuals and Guides: Develop user manuals and guides that explain how to navigate and use the Communication System. These documents should provide step-by-step instructions,

screenshots, and examples to assist users in performing various tasks within the system. User manuals can cover different modules or functionalities of the Communication System, tailored to specific user roles or departments.

- 10.3 Standard Operating Procedures (SOPs): Document the standard operating procedures that outline the recommended processes and workflows within the Communication System. SOPs provide guidelines for tasks such as user registration, appointment scheduling, data entry, result reporting, and billing. They help ensure consistency, accuracy, and efficiency in the use of the Communication System across the organization.
- 10.4 Data Dictionary: Prepare a data dictionary that defines the data elements, attributes, and their meanings within the Communication System. This document provides a common understanding of the data used in the system and facilitates data entry, reporting, and analysis. The data dictionary should include definitions, data types, allowable values, and any specific business rules or constraints associated with each data element.
- 10.5 Reporting and Analytics Documentation: Document guidelines and instructions for generating reports and analyzing data within the Communication System. This includes information on available report templates, report parameters, filters, and visualization options. The documentation should also cover data extraction methods, data export formats, and any custom reporting features or tools.
- 10.6 Configuration and Customization Documentation: Document the configuration settings and customization options available in the Communication System. This includes instructions on how to modify system settings, user roles, access controls, and preferences. The documentation should also cover guidelines for implementing and maintaining any customizations or system enhancements.
- 10.7 Training Materials: As mentioned earlier, develop training materials such as training manuals, presentations, and e-learning modules. These materials should be documented and organized in a manner that supports the training programs for Communication System users. They serve as a reference for trainees and can be used for future training sessions.
- 10.8 Change Management Documentation: Document any changes or updates made to the Communication System, including new features, bug fixes, and system enhancements. This includes release notes, change logs, and version control documentation. Tracking and documenting changes help ensure transparency, traceability, and facilitate system maintenance and troubleshooting.
- 10.9 Support and Troubleshooting Documentation: Create documentation that outlines common issues, errors, and their resolutions related to the Communication System. This documentation can include FAQs, troubleshooting guides, and known issues with their workarounds. It helps support personnel to efficiently handle user queries, address issues, and provide timely assistance.
- 10.10 Disaster Recovery and Business Continuity Documentation: Develop documentation that outlines the disaster recovery and business continuity plans for the Communication System. This includes procedures for data backup, system restoration, contingency measures, and the roles and responsibilities of personnel during emergencies. Documentation should also cover data security measures, backup schedules, and recovery point objectives (RPO) and recovery time objectives (RTO).

Regular update and maintenance of the documentation should reflect any changes or updates to the Communication System. The Supplier shall ensure that the documentation is easily accessible to relevant stakeholders and kept in a secure and organized manner. Good documentation practices will help facilitate system understanding, user adoption, support activities, and system maintenance in the long run.

11. Requirements of the Supplier's Technical Team

When implementing Communication System, engaging with the supplier's technical team is crucial for a successful deployment. The Supplier is required ensure fulfillment of following common requirements for the Supplier's technical team in relation to the Communication System:

- 11.1 Technical Expertise: The Supplier's technical team should consist of skilled professionals with expertise in Communication System implementation, configuration, and customization. They should possess a strong understanding of service workflows, data management, and Communication Systems in a government department setting.
- 11.2 System Installation and Configuration: The technical team should have the knowledge and skills to install and configure the Communication System software and hardware components. They should be able to set up the required databases, servers, networks, and interfaces based on the system requirements and specifications.
- 11.3 Customization and Integration: If customization or integration with other systems is required, the technical team should possess the necessary expertise. They should be able to understand the specific needs of the department/s and tailor the Communication System accordingly. This may involve customizing forms, workflows, reports, or interfaces to align with the organization's requirements.
- 11.4 System Testing and Quality Assurance: The technical team should conduct rigorous testing of the Communication System to ensure its functionality, reliability, and performance. This includes both unit testing and system integration testing to validate different modules, interfaces, and workflows. They should have a structured approach to identify and resolve any issues or defects found during testing.
- 11.5 Documentation: The technical team should provide comprehensive documentation related to the Communication System and the applications' implementation, including system specifications, configurations, customizations, and integration details. This documentation is essential for reference, troubleshooting, and future system maintenance.
- 11.6 Collaboration and Communication: Effective collaboration and communication with the department/s' IT team and other stakeholders are essential. The Supplier's technical team should actively engage in regular meetings, status updates, and coordination to ensure alignment with the organization's goals and expectations.
- 11.7 Project Management: The Supplier's technical team should include project managers who can effectively plan, coordinate, and oversee the implementation process. They should have experience in managing similar projects, ensuring adherence to timelines, and addressing any project-related issues or risks.
- 11.8 Training and Support: The technical team should provide comprehensive training to end-users on the Communication System functionalities, usage, and administration. They should be capable of delivering effective training sessions, addressing user questions, and providing

ongoing support during and after the implementation process. This includes offering helpdesk services or a dedicated support channel for prompt assistance.

- 11.9 **System Upgrades and Maintenance:** The Supplier's technical team should be responsible for system upgrades, patches, and maintenance. They should ensure that the Communication System and the applications remains up-to-date with the latest software versions, security updates, and bug fixes. The team should proactively monitor the system's performance, address any technical issues, and apply necessary upgrades or fixes when required.

E. TECHNOLOGY SPECIFICATIONS – SUPPLY & INSTALL ITEMS

12. General Technical Requirements

- 12.1 **Language Support:** All information technologies must provide support for the *English and Marathi*. Specifically, all display technologies and software must support the Unicode / ISO 8859-1 character set and perform sorting according to *ASCII and Unicode character sets*.

- 12.2 **Date Format:** All functionality MUST properly display, calculate, and transmit date data, in 21st-Century date data (DDMMYYYY) format.

12.3 Platform Flexibility

- 12.3.1 Web-centric, multi-tier architecture shall be used
- 12.3.2 Open Standards and Interoperability shall be considered
- 12.3.3 Compliance to SOA, Microservices and Web-services

12.4 Interoperability

- 12.4.1 Usage of standard APIs
- 12.4.2 Service-oriented architecture (SOA) and micro-services
- 12.4.3 Support for multiple industry standard databases with ODBC, JDBC and Unicode compliance

12.5 Adherence to various standards

The system shall adhere to applicable IT standards published by the Department of Electronics and Information Technology, Government of India (www.deity.gov.in) and other applicable standards as listed in the table. The Supplier shall ensure that the Email & Office Collaboration Solution is based on and compliant with industry standards (their latest versions as on date) wherever applicable. This shall apply to all the aspects of solution including but not limited to design, configuration, security, installation, and testing. There are many standards that are indicated throughout this bid document, as well as summarized below. However, the list below is just for reference and is not to be treated as exhaustive.

Area	Standard
Information access/ transfer protocols	SOAP, HTTP/HTTPS
Interoperability	Web Services, Open standards
Information Security	System to be ISO27001 compliant
Operational integrity and security management	System to be ISO17799 compliant
IT Infrastructure management	ITIL / EITM specifications

Service Management	ISO 20000 specifications
Project Documentation	IEEE/ISO specifications for documentation
Internet Protocol	IPv4 and IPv6 ready equipment
Communication System Application	Web enabled application

13. Monitoring Tool Requirements for Communication System

Monitoring tool requirements for the Communication System project should include following monitoring capabilities for Communication System software application, cloud hosting services, network and communication services and end devices:

- 14.1Real-time Monitoring: The tool should provide real-time monitoring capabilities to track the performance and availability of critical components in the Communication System infrastructure.
- 14.2Health Monitoring: The tool should be able to monitor the health of servers, databases, networking devices, and other infrastructure components, alerting administrators of any issues or anomalies.
- 14.3Resource Utilization Monitoring: It should be able to monitor resource utilization metrics such as CPU usage, memory usage, disk space, and network bandwidth to identify potential bottlenecks or capacity issues.
- 14.4Application Performance Monitoring: The tool should provide insights into the performance of Communication System applications, including response times, transaction volumes, and resource consumption, to ensure optimal performance.
- 14.5Alerting and Notification: The monitoring tool should have robust alerting capabilities to notify administrators and stakeholders promptly when predefined thresholds or conditions are breached. Alerts can be sent via email, SMS, or other communication channels.
- 14.6Dashboard and Reporting: A user-friendly dashboard and reporting feature should be available to visualize key performance indicators, generate reports, and analyze historical data for capacity planning and performance optimization.
- 14.7Event Logging and Auditing: The tool should have the ability to log events and provide an audit trail of activities for troubleshooting, compliance, and security purposes.
- 14.8Scalability: The monitoring tool should be scalable to handle the growing needs of the Communication System project, accommodating an increasing number of monitored components and data points.
- 14.9Integration Capabilities: It should be able to integrate with other systems and tools within the Communication System ecosystem, such as ticketing systems, log management tools, and configuration management databases, to enable seamless data exchange and correlation.
- 14.10 Security and Access Control: The monitoring tool should have robust security features, including role-based access control, authentication, and encryption, to ensure the confidentiality and integrity of monitoring data.
- 14.11 Customization and Extensibility: The tool should allow customization and extensibility to meet the specific monitoring requirements of the Communication System project, including the ability to create custom metrics, dashboards, and alerts.
- 14.12 Historical Data Storage: Sufficient storage capacity should be available to retain historical monitoring data for analysis, trend identification, and compliance purposes.

When selecting a monitoring tool for an Communication System project, it is important to consider the specific needs and requirements of the project, the complexity of the infrastructure, and the scalability and flexibility of the tool to accommodate future growth and changes.

14. Technical Support

As Mentioned in the scope of work

15. Requirements of the Supplier's Technical Team

20.1 The Supplier MUST provide a technical team to cover the BMC's anticipated Post-Operational Acceptance Technical Assistance Activities Requirements including obeying the Service Level Agreements as specified in the contract so as to ensure smooth and interruption-free operations and management of Communication System.

16. Implementation Schedule Table

- Total Project Contract Period is Sixty Three (63) months
- Completion Period for Provisioning, Installation, Testing, Commissioning (SITC) and Operational Acceptance of the proposed Solution is three (3) months
- For Operation and Maintenance (O&M) from the date of Operational Acceptance Date is Sixty (60) months.

17. Bill of Quantity

Price Schedule / Bill of Quantities / Bill of Materials (**PLEASE DO NOT FILL IN COMMERCIAL DETAILS / RATES IN THE FOLLOWING TABLE**–Rates are to be filled in the format to be downloaded by the Supplier from e-Tendering system directly). Table below is for reference purpose only.

Summary of Cost Components (Price Schedules / Bill of Materials & Quantities including terms of payment)

Item No.	Description	Qty	Unit
1	SITC of Connectivity 1 at 74 Locations (Inclusive of Capex & Opex for 5 years) as per scope of work, terms & conditions of RFB	1	Job
2	SITC of Connectivity 2 at 74 Locations (Inclusive of Capex & Opex for 5 years) as per scope of work, terms & conditions of RFB	1	Job
3	SITC of UPS at 74 locations as per scope of work, terms & conditions of RFB	1	Job

4	SITC of Cloud Telephony Solution (Inclusive of Capex & Opex for 5 years) as per scope of work, terms & conditions of RFB	100	Nos
5	SITC of IP Phone as per scope of work, terms & conditions of RFB	100	Nos
6	SITC of Connectivity 3 at 2 Locations (Inclusive of Capex & Opex for 5 years) as per scope of work, terms & conditions of RFB	1	Job
7	CSMC of all Hardware for 5 years as per scope of work, terms & conditions of RFB	1	Job
8	Providing Manpower for 5 years as per scope of work, terms & conditions of RFB	1	Shifts

Note: -

- Successful Operational Acceptance Test of each phase shall be considered partial Go-Live of the Communication System Solution.
- Operations & Maintenance period will only start after successful OAT of all the Communication System solution listed in the above table.

18. Service Level Agreements for Communication System during Operations & Maintenance (O&M) Phase

A Service Level Agreement (SLA) for Communication System outlines the agreed-upon levels of service and performance between the Supplier of Communication System and the BMC. The Supplier shall fulfill following SLAs regarding system availability, response times, support, and other key metrics during O&M Phase of the project.

Service Period SLA			
Deliverables	Quarterly Link Availability (Uptime)	Quarterly Link Non Availability in Minutes	Penalty Amount
Availability/ Uptime of Services	Greater than 99.99%	Upto 12 Min 57 Sec	Nil
	Greater than 99.99% and less than 99.95%	12 Min 58 Sec to 64 Min 55 Sec	1 Day Credit Equivalent of the connectivity 1, 2 & 3
	Greater than 97.0% and less than 99.0%	64 Min 56 Sec to 3888 Mins (64.80 Hrs)	3 Days Credit Equivalent of the connectivity 1, 2 & 3
	Greater than 95.0% and less than 97.0%	3889 Mins (64.81 Hrs) to 6480 Mins (108 Hrs)	5 Days Credit Equivalent of the connectivity 1, 2 & 3
	Less than 95%	Above 6480 Mins (108 Hrs)	10 Days Credit Equivalent of the connectivity 1, 2 & 3

Payment & Penalty Terms:

Item No	Description	Frequency of payment	Penalty
1	SITC of Connectivity 1	<p>60% payment towards CAPEX of Item Nos 1, 2, 3, 5 & 6 will be made after satisfactory supply of all items needed for SITC of 74 Nos of locations, Remaining 40% payment towards CAPEX of Item Nos 1, 2, 3, 5 & 6 will be made after satisfactory Installation, Testing & Commissioning of all 74 Nos locations, following due BMC procedures within 30 days from receipt of the bill after receipt of all applicable deliverable. BMC reserves the right to hold the CAPEX payment towards non-commissioned locations due to any reason.</p> <p>Payment towards OPEX cost of Item Nos 1, 2 & 6 will be made on quarterly basis from the date of acceptance of the services. This payment will be made on pro rata basis for the satisfactorily commissioned sites only, following due BMC procedures within 30 days from receipt of the bill.</p>	<p>For SITC phase: 0.5% per week or part thereof of all the items to be supplied under Item Nos 1, 2, 3, 5 & 6 as per PO issued.</p> <p>0.5% per week or part thereof of respective line items of work that are not successfully installed resulting into inability of BMC to use the supplied network hardware & related services</p> <p>For CSMC Phase: As mentioned in SLA Table above</p>

2	SITC of Connectivity 2	As mentioned against Item No 1	As mentioned against Item No 1
3	SITC of UPS	As mentioned against Item No 1	As mentioned against Item No 1
4	SITC of Cloud Telephony Solution	There will be no CAPEX payment for Item No 4, Payment towards OPEX will be made quarterly as per actual no of cloud telephony licenses utilised for the entire solution for all locations.	As mentioned against Item No 1
5	SITC of IP Phone	CAPEX Payment will be as mentioned against Item No 1 OPEX payment of this Line Item is covered under Item No 7	As mentioned against Item No 1
6	SITC of Connectivity 3	As mentioned against Item No 1	As mentioned against Item No 1
7	CSMC of all Hardware	Quarterly, following due BMC procedures within 30 days from receipt of the bill.	As mentioned against Item No 1
8	Providing Manpower	Quarterly, following due BMC procedures within 30 days from receipt of the bill.	No payment for the absent shift & a penalty equivalent to payment of 1 shift
Note:	Frequency of payment is indicative only; actual payment made to successful contractor is subject to scope, terms & conditions laid down in tender document		

Section VI - General Conditions of Contract

A. CONTRACT AND INTERPRETATION

1. Definitions

a. In this Contract, the following terms shall be interpreted as indicated below.

i) contract elements

- (1) "Contract" means the Contract Agreement entered into between BMC and the Supplier, together with the Contract Documents referred to therein. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.
- (2) "Contract Documents" means the documents specified in Article 1.1 (Contract Documents) of the Contract Agreement (including any amendments to these Documents).
- (3) "Contract Agreement" means the agreement entered into between BMC and the Supplier using the form of Contract Agreement contained in the Sample Contractual Forms Section of the bidding documents and any modifications to this form agreed to by BMC and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.
- (4) "GCC" means the General Conditions of Contract.
- (5) "SCC" means the Special Conditions of Contract.
- (6) "Technical Requirements" means the Section - Technical Requirements in the bidding documents.
- (7) "Implementation Schedule" means the Section - Implementation Schedule in the bidding documents.
- (8) "Contract Price" means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
- (9) "Bidding documents" refers to the collection of documents issued by BMC to instruct and inform potential suppliers of the processes for bidding, selection of the winning bid, and Contract formation, as well as the contractual conditions governing the relationship between BMC and the Supplier. The General and Special Conditions of Contract, the Technical Requirements, and all other documents included in the bidding documents reflect the Procurement Regulations that BMC is obligated to follow during procurement and administration of this Contract.

ii) entities

- (1) "Purchaser" means the entity purchasing the Communication System / Services, which is Brihanmumbai Municipal Corporation (BMC).
- (2) "Project Manager" means the person appointed by BMC in the manner provided in GCC Clause (Representatives - Project Manager) to perform the duties delegated by BMC.
- (3) "Supplier" means the firm or Joint Venture whose bid to perform the Contract has been accepted by BMC and is named as such in the Contract Agreement.
- (4) "Supplier's Representative" means any person nominated by the Supplier and named as such in the Contract Agreement or otherwise approved by BMC in the manner provided in GCC Clause (Representatives - Supplier's Representative) to perform the duties delegated by the Supplier.
- (5) "Subcontractor" means any firm to whom any of the obligations of the Supplier, including preparation of any design or supply of any Information Technologies or other Goods or Services, is subcontracted directly or indirectly by the Supplier.
- (6) "Adjudicator" means the person named in Appendix 2 of the Contract Agreement, appointed by agreement between BMC and the Supplier to make a decision on or to settle any dispute between BMC and the Supplier referred to him or her by the parties, pursuant to GCC Clause (Adjudication).

iii) scope

- (1) "Communication System," also called "the System," means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated,

and made operational (exclusive of the Supplier's Equipment), together with the Services to be carried out by the Supplier under the Contract.

- (2) "Subsystem" means any subset of the System identified as such in the Contract that may be supplied, installed, tested, and commissioned individually before Commissioning of the entire System.
- (3) "Information Technologies" means all information processing and communications-related hardware, Software, supplies, and consumable items that the Supplier is required to supply and install under the Contract.
- (4) "Goods" means all equipment, machinery, furnishings, Materials, and other tangible items that the Supplier is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Supplier's Equipment.
- (5) "Services" means all technical, logistical, management, and any other Services to be provided by the Supplier under the Contract to supply, install, customize, integrate, and make operational the System. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation, integration, training, data migration, Pre-commissioning, Commissioning, maintenance, and technical support.
- (6) "The Project Plan" means the document to be developed by the Supplier and approved by BMC, pursuant to GCC Clause (Project Plan), based on the requirements of the Contract and the Preliminary Project Plan included in the Supplier's bid. The "Agreed Project Plan" is the version of the Project Plan approved by BMC, in accordance with GCC Clause (Project Plan). Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.
- (7) "Software" means that part of the System which are instructions that cause information processing Subsystems to perform in a specific manner or execute specific operations.
- (8) "System Software" means Software that provides the operating and management instructions for the underlying hardware and other components, and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Systems Software. Such System Software includes, but is not restricted to, micro-code embedded in hardware (i.e., "firmware"), operating systems, communications, system and network management, and utility software.
- (9) "General-Purpose Software" means Software that supports general-purpose office and software development activities and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be General-Purpose Software. Such General-Purpose Software may include, but is not restricted to, word processing, spreadsheet, generic database management, and application development software.
- (10) "Application Software" means Software formulated to perform specific business or technical functions and interface with the business or technical users of the System and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Application Software.
- (11) "Standard Software" means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Standard Software.
- (12) "Custom Software" means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Custom Software.
- (13) "Source Code" means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software (typically, but not exclusively, required for Custom Software).

- (14) "Materials" means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to BMC under the Contract.
 - (15) "Standard Materials" means all Materials not specified as Custom Materials.
 - (16) "Custom Materials" means Materials developed by the Supplier at BMC's expense under the Contract and identified as such in Appendix 5 of the Contract Agreement and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials includes Materials created from Standard Materials.
 - (17) "Intellectual Property Rights" means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.
 - (18) "Supplier's Equipment" means all equipment, tools, apparatus, or things of every kind required in or for installation, completion and maintenance of the System that are to be provided by the Supplier, but excluding the Information Technologies, or other items forming part of the System.
- iv) activities
- (1) "Delivery" means the transfer of the Goods from the Supplier to BMC in accordance with the current edition Incoterms specified in the Contract.
 - (2) "Installation" means that the System or a Subsystem as specified in the Contract is ready for Commissioning as provided in GCC Clause (Installation of the System).
 - (3) "Pre-commissioning" means the testing, checking, and any other required activity that may be specified in the Technical Requirements that are to be carried out by the Supplier in preparation for Commissioning of the System as provided in GCC Clause (Installation of the System).
 - (4) "Commissioning" means operation of the System or any Subsystem by the Supplier following Installation, which operation is to be carried out by the Supplier as provided in GCC Clause (Commissioning and Operational Acceptance), for the purpose of carrying out Operational Acceptance Test(s).
 - (5) "Operational Acceptance Tests" means the tests specified in the Technical Requirements and Agreed Project Plan to be carried out to ascertain whether the System, or a specified Subsystem, is able to attain the functional and performance requirements specified in the Technical Requirements and Agreed Project Plan, in accordance with the provisions of GCC Clause (Commissioning and Operational Acceptance).
 - (6) "Operational Acceptance" means the acceptance by BMC of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts), in accordance with GCC Clause (Commissioning and Operational Acceptance).
- v) place and time
- (1) "Supplier's Country" is the country in which the Supplier is legally organized, as named in the Contract Agreement.
 - (2) "Project Site(s)" means the place(s) in the Site Table in the Technical Requirements Section for the supply and installation of the System.
 - (3) "Day" means calendar day of the Gregorian Calendar.
 - (4) "Week" means seven (7) consecutive Days, beginning the day of the week i.e. Monday as is customary in India.
 - (5) "Month" means calendar month of the Gregorian Calendar.
 - (6) "Year" means twelve (12) consecutive Months.
 - (7) "Effective Date" means the date of fulfillment of all conditions specified in Article 3 (Effective Date for Determining Time for Achieving Operational Acceptance) of

the Contract Agreement, for the purpose of determining the Delivery, Installation, and Operational Acceptance dates for the System or Subsystem(s).

- (8) "Contract Period" is the time period during which this Contract governs the relations and obligations of BMC and Supplier in relation to the System, the Contract shall continue in force until the Communication System and all the Services have been provided, unless the Contract is terminated earlier in accordance with the terms set out in the Contract.
- (9) "Defect Liability Period" (also referred to as the "Warranty Period") means the period of validity of the warranties given by the Supplier commencing at date of the Operational Acceptance Certificate of the System or Subsystem(s), during which the Supplier is responsible for defects with respect to the System (or the relevant Subsystem[s]) as provided in GCC Clause (Defect Liability).
- (10) "The Coverage Period" means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.
- (11) "The Post-Warranty Services Period" means the number of years defined in the Section – BMC's Requirements (if any), following the expiration of the Warranty Period during which the Supplier may be obligated to provide Software licenses, maintenance, and/or technical support services for the System, either under this Contract or under separate contract(s).

2. Contract Documents

- a. Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

3. Interpretation

- a. Governing Language
 - i. All Contract Documents and related correspondence exchanged between BMC and Supplier shall be written in the language of these bidding documents (English), and the Contract shall be construed and interpreted in accordance with that language.
 - ii. If any of the Contract Documents or related correspondence are prepared in a language other than the governing language under GCC Clause above, the translation of such documents into the governing language shall prevail in matters of interpretation. The originating party, with respect to such documents shall bear the costs and risks of such translation.
- b. Singular and Plural
The singular shall include the plural and the plural the singular, except where the context otherwise requires.
- c. Headings
The headings and marginal notes in the GCC are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.
- d. Persons
Words importing persons or parties shall include firms, corporations, and government entities.
- e. Incoterms
Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by the Incoterms. Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.
- f. Entire Agreement
The Contract constitutes the entire agreement between BMC and Supplier with respect to the subject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect to the subject matter of the Contract made prior to the date of Contract.
- g. Amendment
No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.
- h. Independent Supplier

The Supplier shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract. Subject to the provisions of the Contract, the Supplier shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Subcontractors engaged by the Supplier in connection with the performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of BMC, and nothing contained in the Contract or in any subcontract awarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and BMC.

i. Joint Venture

If the Supplier is a Joint Venture of two or more firms, all such firms shall be jointly and severally bound to BMC for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the Joint Venture. The composition or constitution of the Joint Venture shall not be altered without the prior consent of BMC.

j. Nonwaiver

- i. Subject to GCC Clause below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- ii. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- iii. Severability If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

k. Country of Origin

"Origin" means the place where the Information Technologies, Materials, and other Goods for the System were produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, Software development, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The Origin of Goods and Services is distinct from the nationality of the Supplier and may be different.

4. Notices

- a. Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, pursuant to GCC Clause below, by personal delivery, airmail post, special courier, facsimile, electronic mail, or Electronic Data Interchange (EDI), with the following provisions.
 - i. Any notice sent by facsimile, electronic mail, or EDI shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.
 - ii. Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by airmail or special courier.
 - iii. Any notice delivered personally or sent by facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.
 - iv. Either party may change its postal, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days' notice to the other party in writing.
- b. Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.
- c. Pursuant to GCC Clause (Representatives), notices from/to BMC are normally given by, or addressed to, the Project Manager, while notices from/to the Supplier are normally given by, or addressed to, the Supplier's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Supplier's Representative (or deputy), or for any other reason, BMC or Supplier may give and receive notices at their fallback addresses. The address of the

Project Manager and the fallback address of BMC are as subsequently established/amended. The address of the Supplier's Representative and the fallback address of the Supplier are as specified in Appendix 1 of the Contract Agreement or as subsequently established/amended.

5. Governing Law

- a. The Contract shall be governed by and interpreted in accordance with the laws of India.
- b. Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in India when
 - i. as a matter of law or official regulations, India prohibits commercial relations with that country; or
 - ii. 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 from that country or any payments to any country, person, or entity in that country.

6. Fraud and Corruption

- a. BMC requires compliance with the BMC's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures (as detailed in Section VI – Fraud and Corruption)
- b. BMC requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. SUBJECT MATTER OF CONTRACT

7. Scope of the System

- a. The Supplier's obligations cover the provision of all Information Technologies, Materials and other Goods as well as the performance of all Services required for the design, configuration, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Agreed Project Plan.
- b. The Supplier shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items and Materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Operational Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the Contract.
- c. The Supplier's obligations (if any) to provide Goods and Services as implied by the Recurrent Cost tables of the Supplier's bid, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), are as specified in the Section – BMC's Requirements, including the relevant terms, characteristics, and timings.

8. Time for Commencement and Operational Acceptance

- a. The Supplier shall commence work on the System within the period specified in the Implementation Schedule under Section – BMC's Requirements, and without prejudice to GCC Clause (Operational Acceptance Time Guarantee), the Supplier shall thereafter proceed with the System in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan.

- b. The Supplier shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Subsystem(s) is specified in the Contract) in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan, or within such extended time to which the Supplier shall be entitled under GCC Clause (Extension of Time for Achieving Operational Acceptance).

9. Supplier's Responsibilities

- a. The Supplier shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of information technologies, Communication Systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.
- b. The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the System provided by BMC and on the basis of information that the Supplier could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Supplier relating to the System as at the date thirty (30) days prior to bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.
- c. The Supplier shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed Project Plan (pursuant to GCC Clause (Project Plan)) within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision-making may constitute grounds for termination pursuant to GCC Clause (Termination).
- d. The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in India that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals, and/or licenses that are not the responsibility of BMC under GCC Clause (BMC's Responsibility) and that are necessary for the performance of the Contract.
- e. The Supplier shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless BMC from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause (BMC's Responsibilities). The Supplier shall not indemnify BMC to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of BMC.
- ~~f.~~ The Supplier shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.
- ~~g.~~ Any Information Technologies or other Goods and Services that will be incorporated in or be required for the System and other supplies shall have their Origin, as defined in GCC Clause (Interpretation)

10. BMC's Responsibilities


- a. BMC shall ensure the accuracy of all information and/or data to be supplied by BMC to the Supplier, except when otherwise expressly stated in the Contract.
- b. BMC shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed Project Plan (pursuant to GCC Clause (Project Plan)) within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause (Termination).
- c. BMC shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract.
- d. If requested by the Supplier, BMC shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the personnel of the Supplier or Subcontractors, as the case may be, to obtain.
- e. In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Supplier, as specified in the Technical Requirements, Agreed Project Plan, or other parts of the Contract, BMC shall use its best endeavors to assist the Supplier in obtaining such services in a timely and expeditious manner.
- f. BMC shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed Project Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Supplier. Delay by BMC may result in an appropriate extension of the Time for Operational Acceptance.
- g. Unless otherwise specified in the Contract or agreed upon by BMC and the Supplier, BMC shall provide sufficient, properly qualified operating and technical personnel, as required by the Supplier to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Implementation Schedule and the Agreed Project Plan.
- h. BMC will designate appropriate staff for the training courses to be given by the Supplier and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, the Agreed Project Plan, or other parts of the Contract.
- i. BMC assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause (Commissioning and Operational Acceptance), and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Supplier's responsibilities after the date of Operational Acceptance otherwise specified in the Contract.
- j. BMC is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Supplier elsewhere in the Contract.
- k. All costs and expenses involved in the performance of the obligations under this GCC Clause (BMC's Responsibilities) shall be the responsibility of BMC, save those to be incurred by the Supplier with respect to the performance of the Operational Acceptance Test(s), in accordance with GCC Clause (Commissioning and Operational Acceptance).
- l. BMC shall have no other Purchaser's responsibilities.

C. PAYMENT

11. Contract Price

- a. The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
- b. The Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the System pursuant to GCC Clause (Changes to the System) or to other clauses in the Contract;
- c. The Supplier shall 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. Terms of Payment

- a. The Supplier's request for payment shall be made to BMC in writing, accompanied by an invoice describing, as appropriate, the System or Subsystem(s), Delivered, Pre-commissioned, Installed, and Operationally Accepted, and by documents submitted pursuant to GCC Clause (Procurement, Delivery, and Transport) and upon fulfillment of other obligations stipulated in the Contract. **The Contract Price shall be paid as specified in the relevant section of Section – BMC's Requirements.**
- b. No payment made by BMC herein shall be deemed to constitute acceptance by BMC of the System or any Subsystem(s).
-  c. Payments shall be made by BMC, after submission of a valid invoice by the Supplier.
- d. Payments shall be made in the currency(ies) specified in the Contract Agreement, pursuant to GCC Clause (BMC's Responsibilities). For Goods and Services supplied locally, payments shall be made in Indian Rupees (INR).

13. Securities

a. Issuance of Securities

The Supplier shall provide the securities specified below in favor of BMC at the times and in the amount, manner, and form specified below.

b. Performance Security

- i. The Supplier shall, within thirty (30) days of the notification of Contract award, provide a security for the due performance of the Contract in the amount in Indian Rupees (INR).
- ii. The security shall be a bank guarantee in the form provided in the Sample Contractual Forms Section of the bidding documents, or it shall be in another form acceptable to BMC.
- iii. The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Supplier no later than ninety (90) days after its expiration.
- iv. Upon Operational Acceptance of the entire System, the security shall be reduced to the amount **specified in the BDS**, on the date of such Operational Acceptance, so that the reduced security would only cover the remaining warranty obligations of the Supplier.

14. Taxes and Duties

- a. For Goods or Services supplied from outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

- b. For Goods or Services supplied locally, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods or Services to BMC.
- c. If any tax exemptions, reductions, allowances, or privileges may be available to the Supplier in India, BMC shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- d. For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date thirty (30) days prior to the date of bid submission in India (also called "Tax" in this GCC Clause (Taxes and Duties). If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Supplier, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.
- e. **The tenderer shall quote inclusive of all taxes other than GST (Excluding GST), Levies, Duties, Cess etc as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice.**
- f. **Input tax credit of GST as available with the bidder will not be claim separately by BMC. However, while quoting the rates benefit of Input Tax Credit or exemptions shall be passed on to the BMC by way of equivalent reduction in quoted price.**

D. INTELLECTUAL PROPERTY

15. Copyright

- a. The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.
- b. BMC agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause (Software License Agreements), except that additional copies of Standard Materials may be made by BMC for use within the scope of the project of which the System is a part, in the event that the Supplier does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.
- c. BMC's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement to a legally constituted successor organization (e.g., a reorganization of a public entity formally authorized by the government or through a merger or acquisition of a private entity).
- d. The Intellectual Property Rights in all Custom Software and Custom Materials specified in Appendices 4 and 5 of the Contract Agreement (if any) shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in BMC. The Supplier shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that BMC may consider necessary or desirable to perfect the right, title, and interest of BMC in and to those rights. In respect of such Custom Software and Custom Materials, the Supplier shall ensure that the holder of a moral right in such an item does not assert it, and the Supplier shall, if requested to do

so by BMC and where permitted by applicable law, ensure that the holder of such a moral right waives it.

16. Software License Agreements

- a. Except to the extent that the Intellectual Property Rights in the Software vest in BMC, the Supplier hereby grants to BMC license to access and use the Software, including all inventions, designs, and marks embodied in the Software.

Such license to access and use the Software shall:

- a. be:
- i. nonexclusive;
 - ii. fully paid up and irrevocable (except that it shall terminate if the Contract terminates under relevant GCC Clauses (Termination));
 - iii. valid throughout the territory of India;
 - iv. subject to NO additional restrictions.
- b. permit the Software to be:
- i. used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Supplier's bid), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup;
 - ii. used or copied for use on or transferred to a replacement computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Supplier's bid specifies a class of computer to which the license is restricted, the replacement computer(s) is(are) within that class;
- c. if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;
- d. reproduced for safekeeping or backup purposes;
- e. customized, adapted, or combined with other computer software for use by BMC, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract;
- f. disclosed to, and reproduced for use by, support service suppliers and their subcontractors, (and BMC may sublicense such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this Contract; and
- g. disclosed to, and reproduced for use by, NO other parties.
- b. The Supplier has the right to audit the Standard Software to verify compliance with the above license agreements. BMC will make available to the Supplier, within seven (7) days of a written request, accurate and up-to-date records of the number and location of copies, the number of authorized users, or any other relevant data required to demonstrate use of the Standard Software as per the license agreement. If and only if, expressly agreed in writing between BMC and the Supplier, BMC will allow, under a pre-specified agreed procedure, the execution of embedded software functions under

Supplier's control, and unencumbered transmission of resulting information on software usage.

17. Confidential Information

- a. The "Receiving Party" (either BMC or the Supplier) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.
- b. For the purposes of GCC Clause (Confidential Information), the Supplier is also deemed to be the Receiving Party of Confidential Information generated by the Supplier itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, suppliers, employees, or other contacts of BMC or BMC's use of the System.
- c. Notwithstanding relevant GCC Clauses (Confidential Information):
 - i. the Supplier may furnish to its Subcontractor Confidential Information of BMC to the extent reasonably required for the Subcontractor to perform its work under the Contract; and
 - ii. BMC may furnish Confidential Information of the Supplier: (i) to its support service suppliers and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries, in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause (Confidential Information) as if that person were party to the Contract in place of the Receiving Party.
- d. BMC shall not, without the Supplier's prior written consent, use any Confidential Information received from the Supplier for any purpose other than the operation, maintenance and further development of the System. Similarly, the Supplier shall not, without BMC's prior written consent, use any Confidential Information received from BMC for any purpose other than those that are required for the performance of the Contract.
- e. The obligation of a party under relevant GCC Clauses (Confidential Information) above, however, shall not apply to that information which:
 - i. now or hereafter enters the public domain through no fault of the Receiving Party;
 - ii. can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
 - iii. otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.
- f. The above provisions of this GCC Clause (Confidential Information) shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.
- g. The provisions of this GCC Clause (Confidential Information) shall survive the termination, for whatever reason, of the Contract for three (3) years.

E. Supply, Installation, Testing, Commissioning, and Acceptance of the System

18. Representatives

- a. Project Manager

If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, BMC shall appoint and notify the Supplier in writing of the name of the Project Manager. BMC may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give notice of the name of such other person to the Supplier without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the System. Such appointment shall take effect only upon receipt of such notice by the Supplier. The Project Manager shall have the authority to represent BMC on all day-to-day matters relating to the System or arising from the Contract and shall normally be the person giving or receiving notices on behalf of BMC pursuant to GCC Clause (Notices).

- b. Supplier's Representative

- i. If the Supplier's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Supplier shall appoint the Supplier's Representative and shall request BMC in writing to approve the person so appointed. The request must be accompanied by a detailed curriculum vitae for the nominee, as well as a description of any other System or non-System responsibilities the nominee would retain while performing the duties of the Supplier's Representative. If BMC does not object to the appointment within fourteen (14) days, the Supplier's Representative shall be deemed to have been approved. If BMC objects to the appointment within fourteen (14) days giving the reason therefor, then the Supplier shall appoint a replacement within fourteen (14) days of such objection in accordance with this GCC Clause (Representatives).
- ii. The Supplier's Representative shall have the authority to represent the Supplier on all day-to-day matters relating to the System or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Supplier pursuant to GCC Clause (Notices).
- iii. The Supplier shall not revoke the appointment of the Supplier's Representative without BMC's prior written consent, which shall not be unreasonably withheld. If BMC consents to such an action, the Supplier shall appoint another person of equal or superior qualifications as the Supplier's Representative, pursuant to the procedure set out in GCC Clause (Representatives).
- iv. The Supplier's Representative and staff are obliged to work closely with BMC's Project Manager and staff, act within their own authority, and abide by directives issued by BMC that are consistent with the terms of the Contract. The Supplier's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.
- v. The Supplier's Representative may, subject to the approval of BMC (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier's Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.
- vi. Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with GCC Clause (Representatives) shall be deemed to be an act or exercise by the Supplier's Representative.

c. Objections and Removals

- i. BMC may by notice to the Supplier object to any representative or person employed by the Supplier in the execution of the Contract who, in the reasonable opinion of BMC, may have behaved inappropriately, be incompetent, or be negligent. BMC shall provide evidence of the same, whereupon the Supplier shall remove such person from work on the System.
- ii. If any representative or person employed by the Supplier is removed in accordance with GCC Clause (Representatives), the Supplier shall, where required, promptly appoint a replacement.

19. Project Plan

- a. In close cooperation with BMC and based on the Preliminary Project Plan included in the Supplier's bid, the Supplier shall develop a Project Plan encompassing the activities

specified in the Contract. The contents of the Project Plan shall be as specified in the Section – BMC's Requirements.

- b. Within *thirty (30)* days from the Effective Date of the Contract, the Supplier shall present a Project Plan to BMC. BMC shall, within *fourteen (14)* days of receipt of the Project Plan, notify the Supplier of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements (in this Clause, called "non-conformities" below). The Supplier shall, within *five (5)* days of receipt of such notification, correct the Project Plan and resubmit to BMC. BMC shall, within *five (5)* days of resubmission of the Project Plan, notify the Supplier of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, BMC shall provide confirmation in writing to the Supplier. This approved Project Plan ("the Agreed Project Plan") shall be contractually binding on BMC and the Supplier.
- c. If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed Project Plan shall be incorporated in the Contract by amendment, in accordance with relevant GCC Clauses (Changes to the System) and (Extension of Time for Achieving Operational Acceptance).
- d. The Supplier shall undertake to supply, install, test, and commission the System in accordance with the Agreed Project Plan and the Contract.
- e. The Supplier shall submit to BMC Monthly Progress Reports summarizing:
 - i. results accomplished during the prior period;
 - ii. cumulative deviations to date from schedule of progress milestones as specified in the Agreed Project Plan;
 - iii. corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;
 - iv. other issues and outstanding problems; proposed actions to be taken;
 - v. resources that the Supplier expects to be provided by BMC and/or actions to be taken by BMC in the next reporting period;
 - vi. other issues or potential problems the Supplier foresees that could impact on project progress and/or effectiveness.
- f. The Supplier shall submit to BMC other (periodic) reports as specified in the Section – BMC's Requirements.

20. Subcontracting

- a. Appendix 3 (List of Approved Subcontractors) to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by BMC. If no Subcontractors are listed for an item, the Supplier shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Supplier may from time to time propose additions to or deletions from any such list. The Supplier shall submit any such list or any modification to the list to BMC for its approval in sufficient time so as not to impede the progress of work on the System. BMC shall not withhold such approval unreasonably. Such approval by BMC of a Subcontractor(s) shall not relieve the Supplier from any of its obligations, duties, or responsibilities under the Contract.
- b. The Supplier may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause (Subcontracting). If the

Supplier wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek BMC's prior approval under GCC Clause (Subcontracting).

- c. For items for which pre-approved Subcontractor lists have not been specified in Appendix 3 to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, provided: (i) the Supplier notifies BMC in writing at least thirty (30) days prior to the proposed mobilization date for such Subcontractor; and (ii) by the end of this period either BMC has granted its approval in writing or fails to respond. The Supplier shall not engage any Subcontractor to which BMC has objected in writing prior to the end of the notice period. The absence of a written objection by BMC during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of BMC of Subcontractors not listed in the Contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either BMC or Supplier as they are specified in relevant GCC Clauses (Subcontracting), or in Appendix 3 of the Contract Agreement.

21. Design and Engineering

a. Technical Specifications and Drawings

- i. The Supplier shall execute the basic and detailed design and the implementation activities necessary for successful installation of the System in compliance with the provisions of the Contract or, where not so specified, in accordance with good industry practice.

The Supplier shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors, or omissions are not because of inaccurate information furnished in writing to the Supplier by or on behalf of BMC.

- ii. The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of BMC, by giving a notice of such disclaimer to the Project Manager.

b. Codes and Standard

- i. Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date thirty (30) days prior to date of bid submission shall apply. During Contract execution, any changes in such codes and standards shall be applied after approval by BMC and shall be treated in accordance with GCC Clause (Changes to the System).

c. Approval/Review of Controlling Technical Documents by the Project Manager

- i. There will NO Controlling Technical Documents required. However, if the Section – BMC's Requirements specifies Controlling Technical Documents, the Supplier shall prepare and furnish such documents for the Project Manager's approval or review.

Any part of the System covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval of these documents.

Relevant GCC Clauses (Design and Engineering) shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.

- ii. Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Clause ((Design and Engineering), the Project Manager shall either return one copy of the document to the Supplier with its approval endorsed on the document or shall notify the Supplier in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.
- iii. The Project Manager shall not disapprove any document except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good industry practice.
- iv. If the Project Manager disapproves the document, the Supplier shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC Clause (Design and Engineering). If the Project Manager approves the document subject to modification(s), the Supplier shall make the required modification(s), and the document shall then be deemed to have been approved, subject to GCC Clause (Design and Engineering). The procedure set out in relevant GCC Clauses (Design and Engineering) shall be repeated, as appropriate, until the Project Manager approves such documents.
- v. If any dispute occurs between BMC and the Supplier in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) to a document that cannot be settled between the parties within a reasonable period, then, in case the Contract Agreement includes and names an Adjudicator, such dispute may be referred to the Adjudicator for determination in accordance with GCC Clause (Adjudicator). If such dispute is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Supplier shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Adjudicator upholds the Supplier's view on the dispute and if BMC has not given notice under GCC Clause (Adjudication), then the Supplier shall be reimbursed by BMC for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Achieving Operational Acceptance shall be extended accordingly.
- vi. The Project Manager's approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Supplier by or on behalf of BMC.
- vii. The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manager an amended document and obtained the Project Manager's approval of the document, pursuant to the provisions of this GCC Clause (Design and Engineering). If the Project Manager requests any change in any already approved document and/or in any document based on such an approved document, the provisions of GCC Clause (Changes to the System) shall apply to such request.

22. Procurement, Delivery, and Transport

- a. Subject to related BMC's responsibilities pursuant to relevant GCC Clauses (BMC's Responsibilities) and (Taxes and Duties), the Supplier shall manufacture or procure and transport all the Information Technologies, Materials, and other Goods in an expeditious and orderly manner to the Project Site.
- b. Delivery of the Information Technologies, Materials, and other Goods shall be made by the Supplier in accordance with the Technical Requirements.
- c. Early or partial deliveries require the explicit written consent of BMC, which consent shall not be unreasonably withheld.
- d. Transportation
 - i. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with BMC's instructions to the Supplier.
 - ii. The Supplier will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Incoterms.
 - iii. The Supplier shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.
- e. The Supplier will provide BMC with shipping and other documents, as specified below:
 - i. For Goods supplied from outside India:

Upon shipment, the Supplier shall notify BMC and the insurance company contracted by the Supplier to provide cargo insurance by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to BMC by mail or courier, as appropriate, with a copy to the cargo insurance company:

 - 1. two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;
 - 2. usual transportation documents;
 - 3. insurance certificate;
 - 4. certificate(s) of origin; and
 - 5. estimated time and point of arrival in India and at the site.
 - ii. For Goods supplied locally (i.e., from within India):

Upon shipment, the Supplier shall notify BMC by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Supplier shall promptly send the following documents to BMC by mail or courier, as appropriate:

 - 1. two copies of the Supplier's invoice showing the Goods' description, quantity, unit price, and total amount;
 - 2. delivery note, railway receipt, or truck receipt;
 - 3. certificate of insurance;
 - 4. certificate(s) of origin; and
 - 5. estimated time of arrival at the site.
- f. Customs Clearance

- i. The Supplier will bear responsibility for, and cost of, customs clearance into India in accordance the particular Incoterm(s) used for Goods supplied from outside India in the Price Schedules referred to by Article 2 of the Contract Agreement.
- ii. In the event of delays in customs clearance that are not the fault of the Supplier, the Supplier shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause (Extension of Time for Achieving Operational Acceptance);

23. Product Upgrades

- a. At any point during performance of the Contract, should technological advances be introduced by the Supplier for Information Technologies originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obligated to offer to BMC the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices, pursuant to GCC Clause (Changes to the System).
- b. At any point during performance of the Contract, for Information Technologies still to be delivered, the Supplier will also pass on to BMC any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Supplier in India, pursuant to GCC Clause (Changes to the System).
- c. During performance of the Contract, the Supplier shall offer to BMC all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in India, and no later than three (3) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Supplier in the Recurrent Costs tables in its bid.
- d. During the Warranty Period, the Supplier will provide at no additional cost to BMC all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier in India, and no later than three(3) months after they are released in the country of origin of the Software.
- e. BMC shall introduce all new versions, releases or updates of the Software within three (3) months of receipt of a production-ready copy of the new version, release, or update, provided that the new version, release, or update does not adversely affect System operation or performance or require extensive reworking of the System. In cases where the new version, release, or update adversely affects System operation or performance, or requires extensive reworking of the System, the Supplier shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update. In no case shall the Supplier stop supporting or maintaining a version or release of the Software less than twenty-four (24) months after BMC receives a production-ready copy of a subsequent version, release, or update. BMC shall use all reasonable endeavors to implement any new version, release, or update as soon as practicable, subject to the twenty-four-month-long stop date.

24. Implementation, Installation, and Other Services

- a. The Supplier shall provide all Services specified in the Contract and Agreed Project Plan in accordance with the highest standards of professional competence and integrity.
- b. Prices charged by the Supplier for Services, if not included in the Contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Supplier in the Recurrent Cost Schedules of its Bid) and shall not

exceed the prevailing rates charged by the Supplier to other purchasers in India for similar services.

25. Inspections and Tests

- a. BMC or its representative shall have the right to inspect and/or test any components of the System, as specified in the Technical Requirements, to confirm their good working order and/or conformity to the Contract at the point of delivery and/or at the Project Site.
- b. BMC or its representative shall be entitled to attend any such inspections and/or tests of the components, provided that BMC shall bear all costs and expenses incurred in connection with such attendance, including but not limited to all inspection agent fees, travel, and related expenses.
- c. Should the inspected or tested components fail to conform to the Contract, BMC may reject the component(s), and the Supplier shall either replace the rejected component(s), or make alterations as necessary so that it meets the Contract requirements free of cost to BMC.
- d. The Project Manager may require the Supplier to carry out any inspection and/or test not specified in the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such inspection and/or test shall be added to the Contract Price. Further, if such inspection and/or test impedes the progress of work on the System and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected.
- e. If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process pursuant to GCC Clause (Settlement of Disputes), starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the Contract Agreement.

26. Installation of the System

- a. As soon as the System, or any Subsystem, has, in the opinion of the Supplier, been delivered, pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the Agreed Project Plan, the Supplier shall so notify BMC in writing.
- b. The Project Manager shall, within fourteen (14) days after receipt of the Supplier's notice under GCC Clause (Installation of the System), either issue an Installation Certificate in the form specified in the Sample Contractual Forms Section in the bidding documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the GCC Clause (Commissioning and Operational Acceptance), has achieved Installation by the date of the Supplier's notice under GCC Clause (Installation of the System), or notify the Supplier in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Supplier of. The Supplier shall then promptly carry out retesting of the System or Subsystem and, when in the Supplier's opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify BMC in writing, in accordance with GCC Clause (Installation of the System). The procedure set out in this GCC Clause (Installation of the System) shall be repeated, as necessary, until an Installation Certificate is issued.

- c. If the Project Manager fails to issue the Installation Certificate and fails to inform the Supplier of any defects and/or deficiencies within fourteen (14) days after receipt of the Supplier's notice under GCC Clause (Installation of the System), or if BMC puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Supplier's notice or repeated notice, or when BMC put the System into production operation, as the case may be.

27. Commissioning and Operational Acceptance

a. Commissioning

- i. Commissioning of the System (or Subsystem if specified pursuant to the GCC Clause (Commissioning and Operational Acceptance)) shall be commenced by the Supplier:
 - 1. immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause (Installation of the System); or
 - 2. as otherwise specified in the Technical Requirement or the Agreed Project Plan; or
 - 3. immediately after Installation is deemed to have occurred, under GCC Clause (Installation of the System).
- ii. BMC shall supply the operating and technical personnel and all materials and information reasonably required to enable the Supplier to carry out its obligations with respect to Commissioning.

Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing.

b. Operational Acceptance Tests

- i. The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of BMC (in accordance with GCC Clause (BMC's Responsibilities)), but shall be conducted with the full cooperation of the Supplier during Commissioning of the System (or major components or Subsystem[s]), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Supplier's bid, including, but not restricted to, the functional and technical performance requirements. The Operational Acceptance Tests during Commissioning will be conducted as specified in the Technical Requirements and/or the Agreed Project Plan.

At BMC's discretion, Operational Acceptance Tests may also be performed on replacement Goods, upgrades and new version releases, and Goods that are added or field-modified after Operational Acceptance of the System.
- ii. If for reasons attributable to BMC, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the GCC Clause (Commissioning and Operational Acceptance)) cannot be successfully completed within ninety (90) days from the date of Installation or any other period agreed upon in writing by BMC and the Supplier, the Supplier shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, and/or the Agreed Project Plan, and relevant GCC Clauses (Operational Acceptance Time Guarantee) shall not apply.

c. Operational Acceptance

- i. Subject to GCC Clause (Commissioning and Operational Acceptance – Sub-Clause Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when
 - 1. the Operational Acceptance Tests, as specified in the Technical Requirements, and/or the Agreed Project Plan have been successfully completed; or
 - 2. the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to BMC within the period

- from the date of Installation or any other agreed-upon period as specified in GCC Clause (Commissioning and Operational Acceptance) above; or
3. BMC has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Supplier shall notify BMC and document such use.
- ii. At any time after any of the events set out in GCC Clause (Commissioning and Operational Acceptance) have occurred, the Supplier may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.
 - iii. After consultation with BMC, and within fourteen (14) days after receipt of the Supplier's notice, the Project Manager shall:
 1. issue an Operational Acceptance Certificate; or
 2. notify the Supplier in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or
 3. issue the Operational Acceptance Certificate, if the situation covered by GCC Clause (Commissioning and Operational Acceptance) arises.
 - iv. The Supplier shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Supplier of. Once such remedies have been made by the Supplier, the Supplier shall notify BMC, and BMC, with the full cooperation of the Supplier, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Supplier shall notify BMC of its request for Operational Acceptance Certification, in accordance with GCC Clause (Commissioning and Operational Acceptance). BMC shall then issue to the Supplier the Operational Acceptance Certification in accordance with GCC Clause (Commissioning and Operational Acceptance), or shall notify the Supplier of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause (Commissioning and Operational Acceptance) shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.
 - v. If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause (Commissioning and Operational Acceptance), then either:
 1. BMC may consider terminating the Contract, pursuant to GCC Clause (Termination); or
 2. if the failure to achieve Operational Acceptance within the specified time period is a result of the failure of BMC to fulfill its obligations under the Contract, then the Supplier shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract, and relevant GCC Clauses (Functional Guarantees) shall not apply.
 - vi. If within fourteen (14) days after receipt of the Supplier's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Supplier's said notice.
- d. Partial Acceptance
- i. If so specified in this GCC Clause (Commissioning and Operational Acceptance), Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause (Commissioning and Operational Acceptance).
 - ii. The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause (Commissioning and Operational Acceptance) shall not relieve the Supplier of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the GCC Clauses (Terms of Payment) and (Commissioning and Operational Acceptance)) once all major components and Subsystems have been supplied, installed, tested, and commissioned.
 - iii. In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site

works, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The Supplier shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by BMC or Supplier.

F. GUARANTEES AND LIABILITIES

28. Operational Acceptance Time Guarantee

- a. The Supplier guarantees that it shall complete the supply, Installation, Commissioning, and achieve Operational Acceptance of the System (or Subsystems, pursuant to the GCC Clause (Commissioning and Operational Acceptance) within the time periods specified in the Implementation Schedule and/or the Agreed Project Plan pursuant to GCC Clause (Time for Commencement and Acceptance), or within such extended time to which the Supplier shall be entitled under GCC Clause (Extension of Time for Achieving Operational Acceptance).
- b. If the Supplier fails to supply, install, commission, and achieve Operational Acceptance of the System (or Subsystems pursuant to the GCC Clause (Commissioning and Operational Acceptance) within the time for achieving Operational Acceptance specified in the Implementation Schedule or the Agreed Project Plan, or any extension of the time for achieving Operational Acceptance previously granted under GCC Clause (Extension of Time for Achieving Operational Acceptance), the Supplier shall pay to BMC liquidated damages at the rate of one half of one percent per week as a percentage of the Contract Price (exclusive of Recurrent Costs if any), or the relevant part of the Contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount of ten (10) percent of the Contract Price (exclusive of Recurrent Costs if any). Once the Maximum is reached, BMC may consider termination of the Contract, pursuant to GCC Clause (Termination).
- c. Liquidated damages payable under GCC Clause (Operational Acceptance Time Guarantee) shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the Implementation Schedule and/or Agreed Project Plan. This Clause (Operational Acceptance Time Guarantee) shall not limit, however, any other rights or remedies BMC may have under the Contract for other delays.
- d. If liquidated damages are claimed by BMC for the System (or Subsystem), the Supplier shall have no further liability whatsoever to BMC in respect to the Operational Acceptance time guarantee for the System (or Subsystem). However, the payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.

29. Defect Liability

- a. The Supplier warrants that the System, including all Information Technologies, Materials, and other Goods supplied and Services provided, shall be free from defects in the design, engineering, Materials, and workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. There will be NO exceptions and/or limitations to this warranty with respect to Software (or categories of Software). Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.
- b. The Supplier also warrants that the Information Technologies, Materials, and other Goods supplied under the Contract are new, unused, and incorporate all recent

improvements in design that materially affect the System's or Subsystem's ability to fulfill the Technical Requirements.

- c. The Supplier warrants that: (i) all Goods components to be incorporated into the System form part of the Supplier's and/or Subcontractor's current product lines, and (ii) they have been previously released to the market.
- d. The Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract).
- e. If during the Warranty Period any defect as described in GCC Clause (Defect Liability) should be found in the design, engineering, Materials, and workmanship of the Information Technologies and other Goods supplied or of the Services provided by the Supplier, the Supplier shall promptly, in consultation and agreement with BMC regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other Goods that have been replaced by the Supplier shall remain the property of the Supplier.
- f. The Supplier shall not be responsible for the repair, replacement, or making good of any defect, or of any damage to the System arising out of or resulting from any of the following causes:
 - i. improper operation or maintenance of the System by BMC;
 - ii. normal wear and tear;
 - iii. use of the System with items not supplied by the Supplier, unless otherwise identified in the Technical Requirements, or approved by the Supplier; or
 - iv. modifications made to the System by BMC, or a third party, not approved by the Supplier.
- g. The Supplier's obligations under this GCC Clause (Defect Liability) shall not apply to:
 - i. any materials that are normally consumed in operation or have a normal life shorter than the Warranty Period; or
 - ii. any designs, specifications, or other data designed, supplied, or specified by or on behalf of BMC or any matters for which the Supplier has disclaimed responsibility, in accordance with GCC Clause (Design and Engineering).
- h. BMC shall give the Supplier a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence. BMC shall afford all reasonable opportunity for the Supplier to inspect any such defect. BMC shall afford the Supplier all necessary access to the System and the site to enable the Supplier to perform its obligations under this GCC Clause (Defect Liability).
- i. The Supplier may, with the consent of BMC, remove from the site any Information Technologies and other Goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the System, BMC may give the Supplier notice requiring that tests of the defective part be made by the Supplier immediately upon completion of such remedial work, whereupon the Supplier shall carry out such tests.

If such part fails the tests, the Supplier shall carry out further repair, replacement, or making good (as the case may be) until that part of the System passes such tests. The tests shall be agreed upon by BMC and the Supplier.

- j. The response times and repair/replacement times for Warranty Defect Repair are specified in the Technical Requirements. Nevertheless, if the Supplier fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within two weeks BMC may, following notice to the Supplier, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by BMC in connection with such work shall be paid to BMC by the Supplier or may be deducted by BMC from any monies due the Supplier or claimed under the Performance Security.
- k. If the System or Subsystem cannot be used by reason of such defect and/or making good of such defect, the Warranty Period for the System shall be extended by a period equal to the period during which the System or Subsystem could not be used by BMC because of such defect and/or making good of such defect.
- l. Items substituted for defective parts of the System during the Warranty Period shall be covered by the Defect Liability Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater. For reasons of information security, BMC may choose to retain physical possession of any replaced defective information storage devices.
- m. At the request of BMC and without prejudice to any other rights and remedies that BMC may have against the Supplier under the Contract, the Supplier will offer all possible assistance to BMC to seek warranty services or remedial action from any subcontracted third-party producers or licensor of Goods included in the System, including without limitation assignment or transfer in favor of BMC of the benefit of any warranties given by such producers or licensors to the Supplier.

30. Functional Guarantees

- a. The Supplier guarantees that, once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to BMC's requirements set forth in the Technical Requirements and it conforms to all other aspects of the Contract. The Supplier acknowledges that GCC Clause (Commissioning and Operational Acceptance) regarding Commissioning and Operational Acceptance governs how technical conformance of the System to the Contract requirements will be determined.
- b. If, for reasons attributable to the Supplier, the System does not conform to the Technical Requirements or does not conform to all other aspects of the Contract, the Supplier shall at its cost and expense make such changes, modifications, and/or additions to the System as may be necessary to conform to the Technical Requirements and meet all functional and performance standards. The Supplier shall notify BMC upon completion of the necessary changes, modifications, and/or additions and shall request BMC to repeat the Operational Acceptance Tests until the System achieves Operational Acceptance.
- c. If the System (or Subsystem[s]) fails to achieve Operational Acceptance, BMC may consider termination of the Contract, pursuant to GCC Clause (Termination), and forfeiture of the Supplier's Performance Security in accordance with GCC Clause (Securities) in compensation for the extra costs and delays likely to result from this failure.

31. Audit, Access and Reporting

a. Purpose

This GCC details the audit, access and reporting rights and obligations of the BMC or its nominated agency and the Supplier.

b. Audit Notice and Timing

- i. As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavors to agree to a timetable for routine audits during the Project Implementation Phase and the Operation and Management Phase. Such timetable during the Implementation Phase, the BMC or its nominated agency and thereafter during the operation Phase, the BMC or its nominated agency shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the Supplier any further notice of carrying out such audits.
- ii. The BMC or its nominated agency may conduct non-timetabled audits at its own discretion if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the Supplier, a security violation, or breach of confidentiality obligations by the Supplier, provided that the requirement for such an audit is notified in writing to the Supplier a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based.
- iii. The frequency of audits shall be a (maximum) half yearly, provided always that the BMC or its nominated agency shall endeavor to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the Supplier. Any such audit shall be conducted by with adequate notice of 2 weeks to the Supplier.

c. Access

- i. The Supplier shall provide to the BMC or its nominated agency reasonable access to employees, subcontractors, suppliers, agents and third-party facilities as detailed in the RFB, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. The Project Manager of BMC shall have the right to copy and retain copies of any relevant records. The Supplier shall make every reasonable effort to co-operate with them.

d. Audit Rights

- i. The BMC or its nominated agency shall have the right to audit and inspect suppliers, agents and third party facilities (as detailed in the RFB), data centers, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:
 1. The security, integrity and availability of all data processed, held or conveyed by the Partner on behalf of BMC and documentation related thereto;
 2. That the actual level of performance of the services is the same as specified in the Service Level Agreement (SLA);
 3. That the Supplier has complied with the relevant technical standards, and has adequate internal controls in place; and
 4. The compliance of the Supplier with any other obligation under the Contract and SLA.
 5. Security audit and implementation audit of the system shall be done once each year, the cost of which shall be borne by the Supplier.
 6. For the avoidance of doubt the audit rights under this GCC shall not include access to the Supplier's profit margins or overheads, any confidential information relating to the Supplier's employees, or (iii)

minutes of its internal Board or Board committee meetings including internal audit, or (iv) such other information of commercial-in-confidence nature which are not relevant to the Services associated with any obligation under the Contract.

e. Audit Rights of Sub-contractors, Suppliers and Agents

- i. The Supplier shall use reasonable endeavors to achieve the same audit and access provisions as defined in this GCC with subcontractors who supply labor, services in respect of the services. The Supplier shall inform the BMC or its nominated agency prior to concluding any sub-contract or supply agreement of any failure to achieve the same rights of audit or access.
- ii. REPORTING: The Supplier will provide quarterly reports to the Project Manager of BMC, regarding any specific aspects of the Project and in context of the audit and access information as required by the BMC or its nominated agency.

f. Action & Review

- i. Any change or amendment to the systems and procedures of the Supplier, or sub-contractors, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.
- ii. Any discrepancies identified by any audit pursuant to this GCC shall be immediately notified to the BMC or its nominated agency and the Supplier Project Manager who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the Contract.

g. Terms of Payment

- i. The BMC shall bear the cost of any audits and inspections. The terms of payment are exclusive of any costs of the Supplier and the sub-contractor, for all reasonable assistance and information provided under the Contract, the Project Implementation, Operation and Management SLA by the Supplier pursuant to this GCC.

h. Records and Information

- i. For the purposes of audit in accordance with this GCC, the Supplier shall maintain true and accurate records in connection with the provision of the services and the Supplier shall handover all the relevant records and documents upon the termination or expiry of the Contract.

32. Intellectual Property Rights Warranty

a. The Supplier hereby represents and warrants that:

- i. the System as supplied, installed, tested, and accepted;
- ii. use of the System in accordance with the Contract; and
- iii. copying of the Software and Materials provided to BMC in accordance with the Contract
- iv. do not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for BMC to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Supplier shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the System.
- v. Bespoke development: Subject to the provisions of Clause v and vi below, upon payment, the IPR rights for any bespoke development done during the implementation of

the project will lie exclusively with the BMC. [Note: Ministry of Electronic and Information Technology, Government of India, has notified "Policy on Collaborative Application Development by Opening the Source Code of Government Applications" in the Gazette of India on 6th May 2015. The same needs to be adopted.]

- vi. Pre-existing work: All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party under this Agreement ("pre-existing work") including any enhancement or modification thereto shall remain the sole property of that Party. During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the Supplier should grant BMC a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to BMC as part of the service or deliverables only for its internal business operations. Under such license, either of parties will have no right to sell the pre-existing work of the other party to a Third Party. BMC's license to pre-existing work is conditioned upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that bidder leaves with BMC at the conclusion of performance of the services.
- vii. Residuals: In no event shall Supplier be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables, set-out in this Agreement or Annexure. In addition, subject to the confidentiality obligations, Supplier shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.
- viii. The rights of the source code of the customized version of the COTS product shall lie with BMC. The source code needs to be transferred within three months of successful Operational Acceptance. All the costs associated with the transfer of source code shall be borne by the Supplier. This shall also include Octroi or customs to be paid for import/export of software.
 1. All the documents shall be updated as per the last release of that module. The documents shall be reviewed by BMC or agency appointed by BMC. Implementation agency shall ensure that any disparity / lacunae found in the documents are rectified and revised documents are submitted for further review. The transfer of documentation to be considered as complete after BMC issues the completion certificate for the task.
 2. Transfer of all the code files, supporting libraries, database scripts, libraries and metadata dictionary, procedures and supporting software components. Source Code to be exact replica of the Communication System live on the production server.
 3. Documentation of Step-by-Step procedure for recompilation of the Application shall be submitted by Supplier. The documentation shall enable BMC (or any third party appointed by BMC) to install, configure and recompile the application.
 4. While submitting the Source Code files, Supplier shall submit the declaration that the Source code is of the same version which is on Production Environment and used for live operations. Supplier shall provide the environment to recompile the source code and provide access to the application to confirm that the Source Code is of the latest version and is same as that on the Production Environment.
 5. Implementation agency shall conduct the necessary Knowledge transfer sessions to the technical staff provided by the BMC. The success criterion of training will be that IT team provided by BMC is able to recompile successfully the entire Communication System on the test server independently.
 6. The transfer of source code shall be an on-going exercise. As and when, a new version of Communication System is deployed in production; the source code of the changed modules shall be transferred as per the above protocol to BMC. At the end of contract period or at the end of the complete development and deployment of all the change requests provided by BMC within the contract period or whichever is later, the entire source code shall be transferred in the same way.

7. BMC may conduct the (a) Software architecture and code review and (b) Security Audit of the Application; and necessary compliances are carried out before handing over the source code during exit management. Timelines for this compliance shall be jointly decided between BMC and Supplier.

33. Intellectual Property Rights Indemnity

- a. The Supplier shall indemnify and hold harmless BMC and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that BMC or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:
 - i. installation of the System by the Supplier or the use of the System, including the Materials, in the country where the site is located;
 - ii. copying of the Software and Materials provided the Supplier in accordance with the Agreement; and
 - iii. sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of BMC's breach of GCC Clause (Intellectual Property Rights Warranty).
- b. Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the Supplier, where the infringement arises because of such association or combination and not because of use of the System in its own right.
- c. Such indemnities shall also not apply if any claim of infringement:
 - i. is asserted by a parent, subsidiary, or affiliate of BMC's organization;
 - ii. is a direct result of a design mandated by BMC's Technical Requirements and the possibility of such infringement was duly noted in the Supplier's Bid; or
 - iii. results from the alteration of the System, including the Materials, by BMC or any persons other than the Supplier or a person authorized by the Supplier.
- d. If any proceedings are brought or any claim is made against BMC arising out of the matters referred to in GCC Clause (Intellectual Property Rights Indemnity), BMC shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in BMC's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Supplier fails to notify BMC within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then BMC shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify BMC within the thirty (30) days, BMC shall make no admission that may be prejudicial to the defense of any such proceedings or claim. BMC shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

- e. BMC shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Supplier in connection with this Contract by BMC or any

persons (other than the Supplier) contracted by BMC, except to the extent that such losses, liabilities, and costs arise as a result of the Supplier's breach of GCC Clause (Intellectual Property Rights Indemnity).

- f. Such indemnity shall not cover
 - i. any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;
 - ii. any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by BMC or any other person contracted by BMC, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.
- g. Such indemnities shall also not apply:
 - i. if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the Supplier's organization;
 - ii. to the extent that any claim of infringement is caused by the alteration, by the Supplier, or any persons contracted by the Supplier, of the design, data, drawing, specification, or other documents or materials provided to the Supplier by BMC or any persons contracted by BMC.
- h. If any proceedings are brought or any claim is made against the Supplier arising out of the matters referred to in GCC Clause (Intellectual Property Rights Indemnity), the Supplier shall promptly give BMC notice of such proceedings or claims, and BMC may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If BMC fails to notify the Supplier within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless BMC has so failed to notify the Supplier within the thirty (30) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at BMC's request, afford all available assistance to BMC in conducting such proceedings or claim and shall be reimbursed by BMC for all reasonable expenses incurred in so doing.

34. Limitation of Liability

- a. Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:
 - i. the Supplier shall not be liable to BMC, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to BMC; and
 - ii. the aggregate liability of the Supplier to BMC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify BMC with respect to intellectual property rights infringement.

35. Transfer of Ownership

- a. With the exception of Software and Materials, the ownership of the Information Technologies and other Goods shall be transferred to BMC at the time of Delivery or

otherwise under terms that may be agreed upon and specified in the Contract Agreement.

- b. Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by GCC Clause (Copyright) and any elaboration in the Technical Requirements.
- c. Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.

36. Care of the System

- a. BMC shall become responsible for the care and custody of the System or Subsystems upon their Delivery. BMC shall make good at its own cost any loss or damage that may occur to the System or Subsystems from any cause from the date of Delivery until the date of Operational Acceptance of the System or Subsystems, pursuant to GCC Clause (Commissioning and Operational Acceptance), excepting such loss or damage arising from acts or omissions of the Supplier, its employees, or subcontractors.
- b. If any loss or damage occurs to the System or any part of the System by reason of:

- i. (insofar as they relate to the country where the Project Site is located) nuclear reaction, nuclear radiation, radioactive contamination, a pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance taken out under GCC Clause (Insurances);

- ii. any use not in accordance with the Contract, by BMC or any third party;

- iii. any use of or reliance upon any design, data, or specification provided or designated by or on behalf of BMC, or any such matter for which the Supplier has disclaimed responsibility in accordance with GCC Clause (Design and Engineering),

BMC shall pay to the Supplier all sums payable in respect of the System or Subsystems that have achieved Operational Acceptance, notwithstanding that the same be lost, destroyed, or damaged. If BMC requests the Supplier in writing to make good any loss or damage to the System thereby occasioned, the Supplier shall make good the same at the cost of BMC in accordance with GCC Clause (Changes to the System). If BMC does not request the Supplier in writing to make good any loss or damage to the System thereby occasioned, BMC shall either request a change in accordance with GCC Clause (Changes to the System), excluding the performance of that part of the System thereby lost, destroyed, or damaged, or, where the loss or damage affects a substantial part of the System, BMC shall terminate the Contract pursuant to GCC Clause (Termination).

- c. BMC shall be liable for any loss of or damage to any Supplier's Equipment which BMC has authorized to locate within BMC's premises for use in fulfillment of Supplier's obligations under the Contract, except where such loss or damage arises from acts or omissions of the Supplier, its employees, or subcontractors.

37. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification

- a. The Supplier and each and every Subcontractor shall abide by the job safety, insurance, customs, and immigration measures prevalent and laws in force in India.

- b. Subject to GCC Clause (Loss of or Damage to Property; Accident or Injury or Workers; Indemnification), the Supplier shall indemnify and hold harmless BMC and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that BMC or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property (other than the System, whether accepted or not) arising in connection with the supply, installation, testing, and Commissioning of the System and by reason of the negligence of the Supplier or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of BMC, its contractors, employees, officers, or agents.
- c. If any proceedings are brought or any claim is made against BMC that might subject the Supplier to liability under GCC Clause (Loss of or Damage to Property; Accident or Injury or Workers; Indemnification), BMC shall promptly give the Supplier notice of such proceedings or claims, and the Supplier may at its own expense and in BMC's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Supplier fails to notify BMC within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then BMC shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify BMC within the thirty (30) working day period, BMC shall make no admission that may be prejudicial to the defense of any such proceedings or claim. BMC shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- d. BMC shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Supplier or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any person or loss of or damage to property of BMC, other than the System not yet achieving Operational Acceptance, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause (Insurances), provided that such fire, explosion, or other perils were not caused by any act or failure of the Supplier.
- e. If any proceedings are brought or any claim is made against the Supplier that might subject BMC to liability under GCC Clause (Loss of or Damage to Property; Accident or Injury or Workers; Indemnification), the Supplier shall promptly give BMC notice of such proceedings or claims, and BMC may at its own expense and in the Supplier's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If BMC fails to notify the Supplier within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Supplier shall be free to conduct the same on its own behalf. Unless BMC has so failed to notify the Supplier within the thirty (30) days, the Supplier shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Supplier shall, at BMC's request, afford all available assistance to BMC in conducting such proceedings or claim and shall be reimbursed by BMC for all reasonable expenses incurred in so doing.
- f. The party entitled to the benefit of an indemnity under this GCC Clause (Loss of or Damage to Property; Accident or Injury of Workers; Indemnification) shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

38. Insurances

- a. The Supplier shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of BMC, who should not unreasonably withhold such approval.
 - i. Cargo Insurance During Transport
as applicable, 110 percent of the price of the Information Technologies and other Goods in a freely convertible currency, covering the Goods from physical loss or damage during shipment through receipt at the Project Site.
 - ii. Installation "All Risks" Insurance
as applicable, 110 percent of the price of the Information Technologies and other Goods covering the Goods at the site from all risks of physical loss or damage (excluding only perils commonly excluded under "all risks" insurance policies of this type by reputable insurers) occurring prior to Operational Acceptance of the System.
 - iii. Third-Party Liability Insurance
The Supplier shall obtain Third-Party Liability Insurance in the amount equal to 110 percent of the price of the Information Technologies, and other Goods, covering bodily injury or death suffered by third parties (including BMC's personnel) and loss of or damage to property (including BMC's property and any Subsystems that have been accepted by BMC) occurring in connection with the supply and installation of the Communication System. The Insurance shall cover the period from the Effective Date of the Contract till date of Operational Acceptance.
 - iv. Automobile Liability Insurance
In accordance with the statutory requirements prevailing in India, covering use of all vehicles used by the Supplier or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.
- b. BMC shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause (Insurances), except for the Third-Party Liability, and the Supplier's Subcontractors shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Clause (Insurances) except for Cargo Insurance During Transport. All insurer's rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.
- c. The Supplier shall deliver to BMC certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.
- d. The Supplier shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Supplier.
- e. If the Supplier fails to take out and/or maintain in effect the insurance referred to in GCC Clause (Insurances), BMC may take out and maintain in effect any such insurance and may from time to time deduct from any amount due the Supplier under the Contract any premium that BMC shall have paid to the insurer or may otherwise recover such amount as a debt due from the Supplier.

- f. Unless otherwise provided in the Contract, the Supplier shall prepare and conduct all and any claims made under the policies affected by it pursuant to this GCC Clause (Insurances), and all monies payable by any insurers shall be paid to the Supplier. BMC shall give to the Supplier all such reasonable assistance as may be required by the Supplier in connection with any claim under the relevant insurance policies. With respect to insurance claims in which BMC's interest is involved, the Supplier shall not give any release or make any compromise with the insurer without the prior written consent of BMC. With respect to insurance claims in which the Supplier's interest is involved, BMC shall not give any release or make any compromise with the insurer without the prior written consent of the Supplier.

39. Force Majeure

- a. "Force Majeure" shall mean any event beyond the reasonable control of BMC or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:
 - i. war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
 - ii. rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
 - iii. confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority;
 - iv. "strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
 - v. earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;
 - vi. failure, by the Supplier, to obtain the necessary export permit(s) from the governments of the Country(s) of Origin of the Information Technologies or other Goods, or Supplier's Equipment provided that the Supplier has made all reasonable efforts to obtain the required export permit(s), including the exercise of due diligence in determining the eligibility of the System and all of its components for receipt of the necessary export permits.
- b. If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.
- c. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The Time for Achieving Operational Acceptance shall be extended in accordance with GCC Clause (Extension of Time for Achieving Operational Acceptance).
- d. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Clause (Force Majeure).

- e. No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
 - i. constitute a default or breach of the Contract;
 - ii. (subject to relevant GCC Clauses (Care of the System), (Force Majeure) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance
if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.
- f. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.
- g. In the event of termination pursuant to GCC Clause (Force Majeure), the rights and obligations of BMC and the Supplier shall be as specified in relevant GCC Clauses of (Termination).
- h. **Notwithstanding GCC Clause (Force Majeure), Force Majeure shall not apply to any obligation of BMC to make payments to the Supplier under this Contract.**

40. Risk Purchase Clause

In the event the Supplier fails to execute the project as stipulated in the Contract, or as per the directions given by BMC from time to time, BMC reserves the right to procure similar services from the next eligible Bidder or from alternate sources at the cost of the Supplier. Before taking such a decision, BMC shall serve a notice period of one month to the Supplier. The 30 day notice period shall be considered as the 'Cure Period' to facilitate the Supplier to cure the breach. The provision for Risk Purchase shall be evoked in the event the Supplier fails to correct the breach within the 'Cure Period'. Further, the Supplier liability to pay shall be set as 25% of the value of the undelivered services.

H. CHANGE IN CONTRACT ELEMENTS

41. Changes to the System

- a. Introducing a Change
 - i. Subject to this GCC Clauses (Changes to the System), BMC shall have the right to propose, and subsequently require, the Project Manager to order the Supplier from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the System (interchangeably called "Change"), provided that such Change falls within the general scope of the System, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the System and the technical compatibility of the Change envisaged with the nature of the System as originally specified in the Contract.

A Change may involve, but is not restricted to, the substitution of updated Information Technologies and related Services in accordance with GCC Clause (Product Upgrades).
 - ii. The Supplier may from time to time during its performance of the Contract propose to BMC (with a copy to the Project Manager) any Change that the Supplier considers necessary or desirable to improve the quality or efficiency of the System. BMC may at its discretion approve or reject any Change proposed by the Supplier.

- iii. Notwithstanding relevant GCC Clauses (Changes to the System), no change made necessary because of any default of the Supplier in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Achieving Operational Acceptance.
- iv. The procedure on how to proceed with and execute Changes is specified in these GCC Clauses of (Changes to the System), and further details and sample forms are provided in the Section - Contract Forms in the bidding documents.
- v. Moreover, BMC and Supplier will agree, during development of the Project Plan, to a date prior to the scheduled date for Operational Acceptance, after which the Technical Requirements for the System shall be “frozen.” Any Change initiated after this time will be dealt with after Operational Acceptance.

b. Changes Originating from BMC

- i. If BMC proposes a Change pursuant to GCC Clauses (Changes to the System), it shall send to the Supplier a “Request for Change Proposal,” requiring the Supplier to prepare and furnish to the Project Manager as soon as reasonably practicable a “Change Proposal,” which shall include the following:
 - 1. brief description of the Change;
 - 2. impact on the Time for Achieving Operational Acceptance;
 - 3. detailed estimated cost of the Change;
 - 4. effect on Functional Guarantees (if any);
 - 5. effect on any other provisions of the Contract.
- ii. Upon receipt of the Supplier’s Change Estimate Proposal, BMC shall do one of the following:
 - 1. accept the Supplier’s estimate with instructions to the Supplier to proceed with the preparation of the Change Proposal;
 - 2. advise the Supplier of any part of its Change Estimate Proposal that is unacceptable and request the Supplier to review its estimate;
 - 3. advise the Supplier that BMC does not intend to proceed with the Change.
- iii. Upon receipt of BMC’s instruction to proceed under relevant GCC Clause (Changes to the System), the Supplier shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Clause (Changes to the System). The Supplier, at its discretion, may specify a validity period for the Change Proposal, after which if BMC and Supplier has not reached agreement in accordance with GCC Clause (Changes to the System), then BMC shall not intend to proceed with the Change.
- iv. The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the Change is such that the Contract rates and prices are inequitable, the parties to the Contract shall agree on other specific rates to be used for valuing the Change.
- v. If before or during the preparation of the Change Proposal it becomes apparent that the aggregate impact of compliance with the Request for Change Proposal and with all other Change Orders that have already become binding upon the Supplier under this GCC Clause (Changes to the System) would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price)

of the Contract Agreement by more than fifteen (15) percent, the Supplier may give a written notice of objection to this Request for Change Proposal prior to furnishing the Change Proposal. If BMC accepts the Supplier's objection, BMC shall withdraw the proposed Change and shall notify the Supplier in writing of its acceptance.

The Supplier's failure to so object to a Request for Change Proposal shall neither affect its right to object to any subsequent requested Changes or Change Orders, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Supplier represents.

- ✚ Upon receipt of the Change Proposal, BMC and the Supplier shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, BMC shall, if it intends to proceed with the Change, issue the Supplier a Change Order. If BMC is unable to reach a decision within fourteen (14) days, it shall notify the Supplier with details of when the Supplier can expect a decision. If BMC decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Supplier accordingly.
- vii. If BMC and the Supplier cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Achieving Operational Acceptance, or any other matters identified in the Change Proposal, the Change will not be implemented. However, this provision does not limit the rights of either party under GCC Clause (Settlement of Disputes).

c. Changes Originating from Supplier

If the Supplier proposes a Change pursuant to relevant GCC Clause (Changes to the System), the Supplier shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in the relevant GCC Clause (Changes to the System). Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in relevant GCC Clauses (Changes to the System).

42. Extension of Time for Achieving Operational Acceptance

- a. The time(s) for achieving Operational Acceptance specified in the Schedule of Implementation shall be extended if the Supplier is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

 - i. any Change in the System as provided in GCC Clause (Change in the Communication System);
 - ii. any occurrence of Force Majeure as provided in GCC Clause (Force Majeure);
 - iii. default of BMC; or
 - iv. any other matter specifically mentioned in the Contract;

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier.
- b. Except where otherwise specifically provided in the Contract, the Supplier shall submit to the Project Manager a notice of a claim for an extension of the time for achieving Operational Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice

and supporting particulars of the claim, BMC and the Supplier shall agree upon the period of such extension. In the event that the Supplier does not accept BMC's estimate of a fair and reasonable time extension, the Supplier shall be entitled to refer the matter to the provisions for the Settlement of Disputes pursuant to GCC Clause (Fraud and Corruption).

- c. The Supplier shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

43. Termination

a. Termination for BMC's Convenience

- i. BMC may at any time terminate the Contract for any reason by giving the Supplier a notice of termination that refers to this GCC Clause (Termination).
- ii. Upon receipt of the notice of termination under this GCC Clause (Termination), the Supplier shall either as soon as reasonably practical or upon the date specified in the notice of termination
 - 1. cease all further work, except for such work as BMC may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
 - 2. terminate all subcontracts, except those to be assigned to BMC pursuant to this GCC Clause (Termination) (ii) below;
 - 3. remove all Supplier's Equipment from the site, repatriate the Supplier's and its Subcontractors' personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;
 - 4. in addition, the Supplier, subject to the payment specified in this GCC Clause (Termination), shall
 - a. deliver to BMC the parts of the System executed by the Supplier up to the date of termination;
 - b. to the extent legally possible, assign to BMC all right, title, and benefit of the Supplier to the System, or Subsystem, as at the date of termination, and, as may be required by BMC, in any subcontracts concluded between the Supplier and its Subcontractors;
 - c. deliver to BMC all nonproprietary drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as of the date of termination in connection with the System.
- iii. In the event of termination of the Contract under this GCC Clause (Termination), BMC shall pay to the Supplier the following amounts:
 - 1. the Contract Price, properly attributable to the parts of the System executed by the Supplier as of the date of termination;

b. Termination for Supplier's Default

- i. BMC, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Supplier, referring to this GCC Clause (Termination):
 - 1. if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up

(other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;

2. if the Supplier assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause (Assignment); or

ii. If the Supplier:

1. has abandoned or repudiated the Contract;
2. has without valid reason failed to commence work on the System promptly;
3. persistently fails to execute the Contract in accordance with the provisions of the Contract or persistently neglects to carry out its obligations under the Contract without just cause;
4. refuses or is unable to provide sufficient Materials, Services, or labor to execute and complete the System in the manner specified in the Agreed Project Plan furnished under GCC Clause (Project Plan) at rates of progress that give reasonable assurance to BMC that the Supplier can attain Operational Acceptance of the System by the Time for Achieving Operational Acceptance as extended;

then BMC may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then BMC may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to this GCC Clause (Termination).

iii. Upon receipt of the notice of termination under GCC Clauses (Termination), the Supplier shall, either immediately or upon such date as is specified in the notice of termination:

1. cease all further work, except for such work as BMC may specify in the notice of termination for the sole purpose of protecting that part of the System already executed or any work required to leave the site in a clean and safe condition;
2. terminate all subcontracts, except those to be assigned to BMC pursuant to GCC Clause (Termination) below;
3. deliver to BMC the parts of the System executed by the Supplier up to the date of termination;
4. to the extent legally possible, assign to BMC all right, title and benefit of the Supplier to the System or Subsystems as at the date of termination, and, as may be required by BMC, in any subcontracts concluded between the Supplier and its Subcontractors;
5. deliver to BMC all drawings, specifications, and other documents prepared by the Supplier or its Subcontractors as at the date of termination in connection with the System.

iv. BMC may enter upon the site, expel the Supplier, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as BMC thinks appropriate, BMC shall give notice to the Supplier that such Supplier's Equipment will be returned to the Supplier at or near the site

and shall return such Supplier's Equipment to the Supplier in accordance with such notice. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the site.

- v. Subject to GCC Clause (Termination), the Supplier shall be entitled to be paid the Contract Price attributable to the portion of the System executed as at the date of termination and the costs, if any, incurred in protecting the System and in leaving the site in a clean and safe condition pursuant to GCC Clause (Termination). Any sums due BMC from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.
- vi. If BMC completes the System, the cost of completing the System by BMC shall be determined. If the sum that the Supplier is entitled to be paid, pursuant to GCC Clause (Termination), plus the reasonable costs incurred by BMC in completing the System, exceeds the Contract Price, the Supplier shall be liable for such excess. If such excess is greater than the sums due the Supplier under GCC Clause (Termination), the Supplier shall pay the balance to BMC, and if such excess is less than the sums due the Supplier under GCC Clause (Termination), BMC shall pay the balance to the Supplier. BMC and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.
- c. In this GCC Clause (Termination), the expression "portion of the System executed" shall include all work executed, Services provided, and all Information Technologies, or other Goods acquired (or subject to a legally binding obligation to purchase) by the Supplier and used or intended to be used for the purpose of the System, up to and including the date of termination.
- d. In this GCC Clause (Termination), in calculating any monies due from BMC to the Supplier, account shall be taken of any sum previously paid by BMC to the Supplier under the Contract, including any advance payment paid.

44. Exit Management

a. Purpose

- i. This GCC sets out the provisions, which will apply on expiry or termination of the Contract, the Project Implementation, Operation and Management Service Level Agreement (SLA).
- ii. In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this GCC shall apply.
- iii. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this GCC (Exit Management).

b. Transfer of Assets

- i. BMC shall be entitled to serve notice in writing on the Supplier at any time during the exit management period as detailed hereinabove requiring the Supplier and/or its sub-contractors to provide the BMC with a complete and up to date list of the Assets within 30 days of such notice. BMC shall then be entitled to serve notice in writing on the Supplier at any time prior to a date that is 30 days prior to the end of the exit management period requiring the Supplier to sell the Assets (if any), to be transferred to BMC or its nominated agencies at book value as determined as of the date of such notice in accordance with the provisions of relevant laws.

- ii. In case of contract being terminated by BMC, BMC reserves the right to ask Supplier to continue running the project operations for a period of 6 months after termination orders are issued.
- iii. Upon service of a notice under this GCC, the following provisions shall apply:
 - 1. in the event, if the Assets to be transferred are mortgaged to any financial institutions by the Supplier, the Supplier shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the BMC.
 - 2. All risk in and title to the Assets to be transferred / to be purchased by the BMC pursuant to this GCC shall be transferred to BMC, on the last day of the exit management period.
 - 3. BMC shall pay to the Supplier on the last day of the exit management period such sum representing the Net Block (procurement price less depreciation as per provisions of Companies Act) of the Assets to be transferred as stated in the Terms of Payment Schedule, if any.
 - 4. Payment to the outgoing Supplier shall be made to the tune of the last set of completed services / deliverables, subject to SLA requirements.
 - 5. The outgoing Supplier will pass on to BMC and/or to the Replacement Supplier, the subsisting rights in any leased properties/ licensed products on terms not less favorable to BMC/ Replacement Supplier, than that enjoyed by the outgoing Supplier.

c. Cooperation and Provision of Information

i. During the exit management period:

- 1. The Supplier will allow the BMC or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the BMC to assess the existing services being delivered;
- 2. promptly on reasonable request by the BMC, the Supplier shall provide access to and copies of all information held or controlled by them which the Supplier have prepared or maintained in accordance with the contract, relating to any material aspect of the services (whether provided by the Supplier or sub-contractors appointed by the Supplier). The BMC shall be entitled to a copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Supplier shall permit the BMC or its nominated agencies to have reasonable access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the Supplier and to assist appropriate knowledge transfer.

d. Confidential Information, Security and Data

i. The Supplier will promptly on the commencement of the exit management period supply to the BMC or its nominated agency the following:

- 1. information relating to the current services rendered to the citizens / customer and performance data relating to the performance of sub-contractors in relation to the services;
- 2. documentation relating to Communication System Project's Intellectual Property Rights;
- 3. documentation relating to sub-contractors;
- 4. all current and updated data as is reasonably required for purposes of BMC or its nominated agencies transitioning the services to its Replacement Supplier in a readily available format nominated by the BMC or its nominated agency;
- 5. all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable BMC or its nominated agencies, or its Replacement Supplier to carry out due diligence in

order to transition the provision of the Services to BMC or its nominated agencies, or its Replacement Supplier (as the case may be)

- ii. Before the expiry of the exit management period, the Supplier shall deliver to the BMC or its nominated agency all new or up-dated materials from the categories set out in the Contract and shall not retain any copies thereof, except that the Supplier shall be permitted to retain one copy of such materials for archival purposes only.
- iii. Before the expiry of the exit management period, unless otherwise provided under the Contract, the BMC or its nominated agency shall deliver to the Supplier all forms of Suppliers confidential information, which is in the possession or control of BMC.

e. Employees

- i. Promptly on reasonable request at any time during the exit management period, the Suppliers shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the BMC or its nominated agency a list of all employees (with job titles) of the Supplier dedicated to providing the services at the commencement of the exit management period.
- ii. Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the Supplier to the BMC or its nominated agency, or a Replacement Supplier ("Transfer Regulation") applies to any or all of the employees of the Supplier then the Parties shall comply with their respective obligations under such Transfer Regulations.

f. Transfer of Certain Agreements

On request by the BMC or its nominated agency, the Supplier shall effect such assignments, transfers, licences and sub-licences as the Project Manager of BMC may require in favour of the BMC or its Replacement Supplier in relation to any equipment lease, maintenance or service provision agreement between Supplier and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the BMC or its nominated agency or its Replacement Supplier.

g. Rights of Access to Premises

- i. At any time during the exit management period, where Assets are located at the Supplier's premises, the Supplier will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) the BMC or its nominated agency and/or any Replacement Supplier in order to make an inventory of the Assets.
- ii. The Supplier shall also give the BMC or its nominated agency or its nominated agencies, or any Replacement Supplier right of reasonable access to the Implementation Partner's premises and shall procure the BMC or its nominated agency or its nominated agencies and any Replacement Supplier rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the CONTRACT as is reasonably necessary to migrate the services to the BMC or its nominated agency, or a Replacement Supplier.

h. General Obligations of the Supplier

- i. The Supplier shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the BMC or its nominated agency or its Replacement Supplier and which the Supplier has in its possession or control at any time during the exit management period.
- ii. For the purposes of this GCC, anything in the possession or control of any Supplier, associated entity, or sub-contractor is deemed to be in the possession or control of the Supplier.
- iii. The Supplier shall commit adequate resources to comply with its obligations under this Exit Management GCC.

i. Exit Management Plan

- i. The Supplier shall provide the BMC or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the CONTRACT as a whole and in relation to the Project Implementation, and the Operation and Management SLA.

1. A detailed program of the transfer process that could be used in conjunction with a Replacement Supplier including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
 2. plans for the communication with such of the Supplier's sub contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the BMC's operations as a result of undertaking the transfer;
 3. (if applicable) proposed arrangements for the segregation of the Supplier's networks from the networks employed by BMC and identification of specific security tasks necessary at termination;
 4. Plans for provision of contingent support to BMC, and Replacement Supplier for a reasonable period after transfer.
- ii. The Supplier shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
 - iii. Each Exit Management Plan shall be presented by the Supplier to and approved by the BMC or its nominated agencies.
 - iv. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Supplier complying with its obligations under this GCC.
 - v. In the event of termination or expiry of CONTRACT, and Project Implementation, each Party shall comply with the Exit Management Plan.
 - vi. During the exit management period, the Supplier shall use its best efforts to deliver the services
 - vii. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
 - viii. This Exit Management plan shall be furnished in writing to the BMC or its nominated agencies within 90 days from the Effective Date of this Contract.

45. Assignment

- a. Neither BMC nor the Supplier shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

46. Settlement of Disputes

- a. Adjudication
 - i. If any dispute of any kind whatsoever shall arise between BMC and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, or the operation of the System (whether during the progress of implementation or after its achieving Operational Acceptance and whether before or after the termination, abandonment, or breach of the Contract), the parties shall seek to resolve any such dispute by mutual consultation. If the parties fail to resolve such a dispute by mutual consultation within fourteen (14) days after one party has notified the other in writing of the dispute, then, if the Contract Agreement in Appendix 2 includes and names an Adjudicator, the dispute shall, within another fourteen (14) days, be referred in writing by either party to the Adjudicator, with a copy to the other party. If there is no Adjudicator specified in the Contract Agreement, the mutual consultation period stated above shall last thirty (30) days (instead of fourteen), upon expiry of which either party may move to the notification of arbitration pursuant to this GCC Clause (Settlement of Disputes).

- ii. The Adjudicator shall give his or her decision in writing to both parties within thirty (30) days of the dispute being referred to the Adjudicator. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either BMC or the Supplier within fifty-six (56) days of such reference, the decision shall become final and binding upon BMC and the Supplier. Any decision that has become final and binding shall be implemented by the parties forthwith.

b. Arbitration

i. If

1. BMC or the Supplier is dissatisfied with the Adjudicator's decision and acts before this decision has become final and binding pursuant to GCC Clause (Settlement of Disputes), or
2. the Adjudicator fails to give a decision within the allotted time from referral of the dispute pursuant to GCC Clause (Settlement of Disputes), and BMC or the Supplier acts within the following fourteen (14) days, or
3. in the absence of an Adjudicator from the Contract Agreement, the mutual consultation pursuant to GCC Clause (Settlement of Disputes) expires without resolution of the dispute and BMC or the Supplier acts within the following fourteen (14) days,

then either BMC or the Supplier may act to give notice to the other party, with a copy for information to the Adjudicator in case an Adjudicator had been involved, of its intention to commence arbitration, as provided below, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

- ii. Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Clause (Settlement of Disputes), shall be finally settled by arbitration. Arbitration may be commenced prior to or after Installation of the Communication System.
- iii. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration Act, 1996.

c. Notwithstanding any reference to the Adjudicator or arbitration in this clause,

- i. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;
- ii. BMC shall pay the Supplier any monies due the Supplier.