



## **REQUEST FOR PROPOSAL (e-Tender)**

### **Supply and Commissioning of software solution for Automation of Building Plan Approval System in MMRDA**

**For: Mumbai Metropolitan Region Development Authority (MMRDA)**

**Ref Number: MMRDA/IT/**

**Date: 01<sup>st</sup> September, 2014**

**Amount: Rs. 5000/-**

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## Glossary

Terms	Definitions
<b>MMRDA</b>	Mumbai Metropolitan Region Development Authority
<b>IT</b>	Information Technology
<b>RFP</b>	Request for Proposal
<b>EMD</b>	Earnest Money Deposit
<b>SLA</b>	Service Level Agreement
<b>PBG</b>	Performance Bank Guarantee
<b>GoM</b>	Government of Maharashtra
<b>GCC</b>	General Condition of Contract
<b>BoM</b>	Bill of Material
<b>SA</b>	Software Assurance
<b>OEM</b>	Original Equipment Manufacturer
<b>BKC</b>	Bandra Kurla Complex
<b>MOLP</b>	Microsoft Open License Program

# **Section: 1**

## **Invitation for Proposal**

# 1 Invitation for Proposal

1. MMRDA hereby invites Proposals for Supply and Commissioning of software solution for automation of Building Plan Approval System in MMRDA. Bidder/ Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
2. The complete bidding document has been published on ***etendermmrda.maharashtra.gov.in*** for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/ bidding document fee and EMD.
3. Bidders who wish to participate in this bidding process must register on ***etendermmrda.maharashtra.gov.in***
4. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
5. A three envelope selection procedure shall be adopted.
6. Bidder (authorized signatory) shall submit their offer online in electronic formats for preliminary qualification, technical and financial proposal. However, tender document fees, and Earnest Money Deposit (EMD) should be deposited in the account details provided in the bid document.
7. MMRDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid proposal well in advance so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
8. Bidders are also advised to refer "Bidders Manual Kit" available at ***etendermmrda.maharashtra.gov.in*** for further details about the e-tendering process.

## 1.1 Key Events and Dates

S. No	Information	Details
1.	Advertising Date	02 <sup>nd</sup> September 2014
2.	Download Date	5 <sup>th</sup> September 2014 to 13 <sup>th</sup> October 2014 (upto 3.00 PM)
3.	Last date to send in requests for clarifications	22 <sup>nd</sup> September 2014
4.	Date, Time and place of pre- bid conference	25 <sup>th</sup> Sept., 2014 at 11.00am Committee Room, 6th Floor, MMRDA Building, BKC, Mumbai-400051
5.	Release of response to clarifications would be available at	<i>MMRDA eTendering portal: etendermmrda.maharashtra.gov.in</i>
6.	Last date (deadline) for submission of bids	13 <sup>th</sup> Oct, 2014 till 6.00pm
7.	Bid Transfer date	13 <sup>th</sup> Oct., 2014 From 07.01pm to 14 <sup>th</sup> October 2014 6.00 pm

## 1.2 Other Important Information Related to Bid

S. No.	Item	Description
1.	<b>Earnest Money Deposit (EMD)</b>	<b>Rs. 5 Lakhs</b>
2.	<b>Bid Validity Period</b>	<b>(180) One-hundred-and-eighty days from the date of opening of Financial Bid</b>
3.	<b>Last date for furnishing Performance Security to MMRDA (By successful bidder)</b>	<b>Within fourteen (14) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier or as intimated in the work order issued by MMRDA</b>
4.	<b>Performance Security value (Performance Bank Guarantee)</b>	<b>10% of contract value/ Bid value of successful bidder</b>
5.	<b>Performance Bank Guarantee (PBG) validity period</b>	<b>PBG should be valid till for 180 days from the end of three year Maintenance Contract period</b>
6.	<b>Last date for signing contract</b>	<b>As intimated in work order of MMRDA</b>

# **Section: 2**

## **Instructions to Bidders**



## 2 Instructions to Bidders

### 2.1 Introduction of MMRDA

The Mumbai Metropolitan Region Development Authority (MMRDA) was established in accordance with the Mumbai Metropolitan Development Act, 1974, on 26th January, 1975.

Since its inception, MMRDA is engaged in long term planning, promotion of new growth centers, implementation of strategic projects and financing infrastructure development. The Regional Plan provides for a strategic frame work of MMR's sustainable growth. The object behind establishing MMRDA was to make MMR a destination for economic activity by promoting infrastructure development and improving the quality of life.

The MMRDA prepares plans, formulates policies and programs, implements projects and helps in directing investments in the Region.

The broad responsibilities of the Mumbai Metropolitan Region Development Authority includes:

- Preparation of Regional Development Plans
- Providing financial assistance for significant regional projects
- Providing help to local authorities and their infrastructure projects
- Coordinating execution of projects and/or schemes in MMR
- Restricting any activity that could adversely affect appropriate development of MMR, etc.

In particular, it conceives, promotes and monitors the key projects for developing new growth centers and brings about improvement in sectors like transport, housing, water supply and environment in the Region.

### 2.2 Project Brief

The MMRDA is functioning as a Special Planning Authority (SPA) for ten areas in the Mumbai Metropolitan Region. For each of these ten SPA areas, the Development Plans/Planning Proposals and Development Control Regulations are either sanctioned/partially sanctioned by the Government or are under various stages of preparation or sanction. As per the section 46 of the Maharashtra Regional & Town Planning Act, 1966, while granting development permissions, due regard should be given to provisions of a draft plan published or submitted to Government for Sanction. Therefore, as per the opinion of the Legal Advisor and with the approval of MC, the permissions in SPA areas

where the Development Plans (DP)/ Planning Proposals (PP) are not yet finally sanctioned by the Government, the permissions are being granted according to the item wise provisions of all the applicable DPs and DCRs (Development control Regulation) (i.e. existing sanctioned, proposed draft, modified draft submitted to Govt. for sanction and modifications proposed by the Government).

In addition to above, parts of some SPA areas are affected by the Coastal Regulations Zone (CRZ) as per the Coastal Regulation Zone Notifications 1991 and 2011. In one of the memorandum issued by the MCZMA on 02.07.2011, it is clarified that in CRZ areas the building permissions should be issued in accordance with the DPs and DCRs existing and in force (sanctioned) prior to 19.02.1991

In view of this, for every SPA, depending on the stage of approval of the Development Plan/ Planning Proposal, or as per the CRZ notification, different DPs and DCRs are applicable, a brief of which is as follows:

1. **Bandra-Kurla Complex:** The sanctioned planning proposal of BKC are applicable. The MCGMs DCRs 1991 are applicable, subject to the specific provision of special DCRs of BKC and architectural controls, if any. For CRZ area the DCRs of 1967 are applicable.
2. **Back bay Reclamation Scheme Block III to VI:** The stringent provision between MCGMs sanctioned DP for A Ward dated 01.09.1990 and MMRDA's draft DP dated. 10.05.1990 published for BBRs Block III to VI are applicable. The entire area falls in CRZ. Hence, the MCGM's DCRs of 1967 are applicable.
3. **Oshiware District Center:** The sanctioned Planning Proposals of ODC are applicable. The MCGM's DCRs 1991 are applicable, subject to the specific provisions of Special DCR's of ODC.
4. **Wadala Truck Terminal:** The sanctioned planning proposal of WTT are applicable. The MCGM's DCRs 1991 are applicable, subject to the specific provision of Special DCRs of WTT.
5. **Chhatrapati Shivaji International Airport Notified Area:** The sanctioned Development Plan of CSIANA is applicable. The MCGM's DCRs 1991 are applicable, subject to the specific provision of DCRs of CSIANA.
6. **Gorai Manori Uttan Notified Area:** The GMU area falls within the jurisdiction of two local authorities: MCGM and MBMC. For CRZ area in MCGM's jurisdiction the DP and DCRs of 1967 are applicable. For CRZ area of GMU in MBMC jurisdiction, the provision of Bombay Metropolitan Regional Plan 1973 are applicable. For non CRZ area of GMU where the new DP prepared by MMRDA is sanctioned, the provisions of sanctioned DP DCRs are applicable. For non CRZ areas of GMU where the DP is not

yet sanctioned, the item wise stringent provisions between the existing sanctioned DP & DCRs of MCGM/MBMC, draft DP & DCRs published by MMRDA modified draft DP & DCRs published by MMRDA and the modifications proposed by the Government are applicable.

7. **Ambernath Kulgaon Badlapur Notified Area:** The powers of issuing building permission in this SPA area are delegated to the respective Local Authorities.
8. **27 Villages of Kalyan and Dombivali surrounding Area:** In this SPA area, since DP prepared by MMRDA is not yet sanctioned by the Government, the item wise stringent provisions between the DCRs of Mumbai Metropolitan Regional Plan 1991, draft DP and DCRs published by MMRDA, and modified draft DP and DCRs published by MMRDA are applicable.
9. **60 Villages of Bhivandi Surrounding Areas:** In this SPA areas, since DP is prepared by MMRDA is not yet sanctioned by the Government, the item wise stringent provisions between the DCRs of Mumbai Metropolitan Regional Plan, draft DP and DCRs published by MMRDA, and modified draft DP and DCRs published by MMRDA are applicable.
10. **Indu Mill:** Since this area falls entirely in CRZ area, MCGMs sanctioned DCR 1967 are applicable for this area.

(Any modification to the above DCRs should be uploaded by the bidder, without extra charge)

This RFP therefore targets to automate the building plan approval process for the above mentioned SPA Areas in line with applicable DPs and DCRs.

### 2.3 Purpose

The purpose of this RFP is to seek the services of reputed firm/agency, which shall **supply, customize and commission the Building plan approval software along with AMC for a period of 3 years and automate the required workflow for Building Plan approval.** This document provides information to enable the bidders to understand the broad requirements to submit their bids, however bidder should conduct their due diligence to broaden their understanding. The detailed scope of work is provided in **Section 3** of this RFP document. MMRDA reserves the right to amend the scope of work.

## 2.4 Cost of RFP

The qualified bidders are requested to deposit the Tender fees into the Bank account details mentioned below. The receipt of the same shall be uploaded during the online submission of bid document. Tender fee is non-refundable.

S.No	Item	Details
1	Tender Fees	Rs. 5000/-

- Account title – Mumbai Metropolitan Region Development Fund
- Account no – 123105000435
- IFSC code – ICIC0001231
- Name of bank – ICICI Bank, MIG Branch

Note - The Tender Fee receipt must be uploaded during Bid preparation by the Tenderer.

## 2.5 Transfer of RFP

The RFP Document is not transferable to any other bidder. The bidder who purchases the document and submits shall be the same.

## 2.6 Completeness of Response

- Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid EMD.

## 2.7 Proposal Preparation Costs

- The bidder shall submit the bid at its cost and, MMRDA shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over MMRDA and MMRDA shall be at liberty to cancel any or all bids without giving any notice.
- All materials submitted by the bidder shall be the absolute property of MMRDA and no copyright /patent etc. shall be entertained by MMRDA.

## 2.8 Bidder Inquiries

Bidder shall send in their written queries as prescribed in the **Section 7.3** to the contact address at which the bids are to be submitted. The response to the queries will be published on MMRDA website [mmrda.maharashtra.gov.in](http://mmrda.maharashtra.gov.in) and [etendermmrda.maharashtra.gov.in](http://etendermmrda.maharashtra.gov.in). Queries can be e-mailed at [itcadmin@mailmmrda.maharashtra.gov.in](mailto:itcadmin@mailmmrda.maharashtra.gov.in) and [jpdt@mailmmrda.maharashtra.gov.in](mailto:jpdt@mailmmrda.maharashtra.gov.in). No telephonic queries will be entertained. This response of MMRDA shall become integral part of RFP document.

## **2.9 Amendment of RFP Document**

- i. All the amendments made in the document would be published at MMRDA website and shall be part of RFP.
- ii. The bidders are advised to visit the aforementioned website on regular basis for checking latest updates of this RFP document. The MMRDA also reserves the rights to amend the dates mentioned in this RFP for successful bid process.

## **2.10 Supplemental Information to the RFP**

If MMRDA deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

## **2.11 MMRDA's right to terminate the process**

MMRDA may terminate the RFP process at any time and without assigning any reason and MMRDA shall not be held responsible for any cost incurred by the bidder in bid preparation. MMRDA reserves the right to amend/edit/add delete any clause of this Bid Document. However this will be informed to all and will become part of the bid /RFP.

## 2.12 Earnest Money Deposit (EMD)

The qualified bidders are requested to deposit the Tender fees into the Bank account details mentioned below. The receipt of the same shall be uploaded during the online submission of bid document.

S.No	Item	Details
1	EMD	Rs. 5,00,000/-

- Account title – Mumbai Metropolitan Region Development Fund
- Account no – 123105000435
- IFSC code – ICIC0001231
- Name of bank – ICICI Bank, MIG Branch

Note - The EMD receipt must be uploaded during Bid preparation by the Tenderer.

- The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
- Bids submitted without adequate EMD will be liable for rejection.
- Unsuccessful bidder's EMD shall be returned to the unsuccessful bidder within 120 days from the date of opening of the financial bid.
- EMD of Successful bidder will be returned after the award of contract and submission of the performance bank guarantee within specified time and in accordance with the format given in the RFP.
- EMD shall be non-transferable.
- The EMD may be forfeited:
  - If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
  - If successful bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
  - If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation. The decision of the MMRDA regarding forfeiture of the Bid Security shall be final and binding upon bidders.
  - If during the bid process, any information is found false/fraudulent/mala fide, then MMRDA shall reject the bid and, if necessary, initiate action.

## 2.13 Language of Bids

This bid should be submitted in English language only. If any supporting documents submitted are in any language other than English/Hindi/Marathi, translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at MMRDA's discretion.

## 2.14 Patent Claim

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and MMRDA is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for such compensation, including all expenses, court costs and lawyer fees. MMRDA shall give notice to the successful bidder of any such claim and recover it from the bidder if required.

## 2.15 Bid Submission Format

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.

## 2.16 Submission of Bids

The bids submitted by the Bidder shall comprise of the following three envelopes:

### Documents comprising the Bid

a) A Three envelope/ cover system shall be followed for the bid –

Envelope-A: Tender Fees, EMD and Prequalification Criteria

Envelope-B: Technical bid (including the credentials, technical proposal)

Envelope-C: Commercial bid

b) The Bid shall include the following documents: -

S. No.	Documents Type	Document Format
<b>Tender Fee &amp; EMD Details- Envelope -A</b>		
1.	Tender Fee	Scanned copy of Deposit Receipt
2.	EMD	Scanned copy of Deposit Receipt
3.	Pre-qualification	Refer Section 2.19.2 As per the format mentioned against the respective eligibility criteria clause
<b>Fee Details &amp; Pre-Qualification Documents- Envelope -B</b>		
4.	Technical Proposal	Refer Section 6.4 As per the format mentioned.
<b>Commercial Bid – Envelope –C</b>		
5.	Financial Bid	Refer Section 6.6

c) The bidder should ensure that all the required documents, as mentioned in this RFP/ bidding document, are submitted along with the bid and in the prescribed format only.



Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid proposal submitted by the bidder.

## 2.17 Disqualification

The Proposal is liable to be disqualified in the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this RFP:

- i. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming Proposal.
- ii. During validity of the Proposal, or its extended period, if any, the Bidder increases his quoted prices.
- iii. The Bidder qualifies the Proposal with his own conditions.
- iv. Proposal is received in incomplete form.
- v. Proposal is received after due date
- vi. Proposal is not accompanied by all the requisite documents.
- vii. Proposal is not accompanied by the EMD.
- viii. If the Bidder provides quotation only for a part of the Project.
- ix. Information submitted in Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Contract (no matter at what stage) or during the tenure of the Contract including the extension period, if any
- x. Commercial Proposal is enclosed with the Technical Proposal.
- xi. Bidder tries to influence the Proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the Bid process.
- xii. In case any one Bidder submits multiple Proposals or if common interests are found in two or more Bidders, the Bidders are likely to be disqualified, unless additional Proposals/Bidders are withdrawn upon notice immediately.
- xiii. Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a Contract within 15 Days of the date of issue of Letter of Intent or within such extended period, as may be specified by the MMRDA.
- xiv. Any Bid received by MMRDA after the deadline for submission of Bids shall be declared late and will be rejected, and returned unopened to the Bidder at the discretion of MMRDA. The validity of the bids submitted before deadline shall be till 180 days from the date of opening of the Financial Bid.
- xv. While evaluating the Proposals, if it comes to the MMRDA's knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of Proposal then the Bidders so involved are liable to be disqualified for this Contract as well as

for a further period of three years from participation in any of the RFPs floated by the MMRDA.

xvi. If the Bid Security Pre-qualification Proposal, Technical Proposal contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the Bid.

xvii. Bidder doesn't agree to the negotiated Terms and Conditions.

In case of any of the above conditions, MMRDA reserves the right negotiate with L2 bidder after informing the disqualification to L1 bidder appropriately

## 2.18 Bid Opening

- i. Envelope A containing EMD shall be opened initially in the presence of bidders and if the EMD is as per the criteria then Envelope B of the qualified bidders only shall be opened.
- ii. Envelope B containing the Technical Proposal shall be opened in the presence of the bidder/ representatives of bidder who choose to attend, at the address, date and time specified in the RFP.
- iii. Envelope C containing the Financial Proposal will remain unopened and will be held in custody of MMRDA until the time of opening of the Financial Proposals.
- iv. At the end of the evaluation of the Technical Proposals, MMRDA shall invite bidders who have qualified for the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals will be informed by MMRDA separately and individually to qualified bidders.

## 2.19 Evaluation Process

### 2.19.1 Bid Evaluation Committee

- i. The Bid Evaluation Committee constituted by the MMRDA shall evaluate the bids.
- ii. The Bid Evaluation Committee shall evaluate the EMD (Envelope A), Technical bid (Envelope B) and Financial bids (Envelope C) and submit its recommendation to Competent Authority whose decision shall be final and binding upon the bidders.

### 2.19.2 Pre-Qualification Criteria

The bidder shall fulfill all of the following eligibility criteria independently on date of submission of bid:

- i. Bids are invited from established, reputed and experienced company/ partnership firm registered under the Indian Companies Act, 1956 or The Partnership Act, 1932 and who have their registered offices in India should be in the e-Governance / Information Technology Consulting Business incorporated not later than 01.01.2004.
- ii. The bidder eligible for participation in the tender shall be single business entity / consortium with the maximum with one partner (total of two members).

- iii. The bidder shall have an average annual turnover of Rupees 10 Crores in the last 3 years preceding the financial year in which the tender is floated.
- iv. Bidder should have a valid ISO 9001-2008 certification.
- v. The proposed solution should have been implemented as Building permission systems in at least 2 ULBs (Urban Local Bodies) in India during the period from 1<sup>st</sup> January 2007 till the bid submission date. The bidder has to necessarily submit POs/ WOs and milestone completion /experience certificate from the authorized signatories the ULBs.
- vi. The bidder should be O.E.M or authorized dealer / implementation partner of Software Product proposed for this project
- vii. At least 100 building plans approval should have been processed using the software being proposed

### **2.19.3 Process of Evaluation**

- i. Bidders who qualify on Envelope 'A' shall be considered for further Technical evaluation.
- ii. Bidders shall be evaluated as per prequalification criteria mentioned at 2.19.2.
- iii. The bidders who fulfil all the prequalification criteria will qualify for further Technical Evaluation (Envelope B) (Refer 2.19.3.1)
- iv. Bidders with technical score of 70 marks or above in technical evaluation will be considered to be eligible for financial evaluation (Envelope C) (Refer 2.19.4).
- v. Amongst the bidders who are considered for financial evaluation, the bidder scoring the highest composite score as per the clause 2.19.6 will be awarded the work as successful bidder at the discretion of MMRDA.
- vi. The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
- vii. In case of Single Bid, MMRDA reserves the right to accept or reject the bid on approval of component authority at its discretion

#### **2.19.3.1 Technical Evaluation**

The proposals from bidders will be evaluated based on evaluation parameters mentioned below. The technical evaluation marks should be given 70% weightage and commercial evaluation marks should be given 30% weightage to arrive at a composite score. The bidder with the higher composite score shall be awarded the contract. However, MMRDA reserves the right to reject the offer of the bidder with highest composite score.

P.T.O

**Table: Technical Evaluation Criteria**

RFP reference	Criteria/Sub-criteria	Description	Criteria/ Sub-criteria points	Remarks/ Form No.
2.19.2(iii)	Average Annual turnover for the period 2010-2011, 2011-12, 2012-2013	= 10 Crores = 5 Marks >10 to 50 Crores = 7 Marks >50 Crores = 10 Marks	10	Audited Financial Statements/ Auditor's certificate to be submitted.
2.19.2(v)	The proposed solution should have been implemented as Building permission systems in at least 2 ULBs in India during the period from 1 <sup>st</sup> January 2007 till the bid submission date	=2 ULB's = 7 marks >2 to 4 ULB's= 10 marks, > 5 ULB'S = 15 marks	15	Client Experience Certificate & Work Order of the projects as referred.
2.19.2(vii)	The proposed OEM product by the bidder should have been used to process a minimum of 100 building plans	=100 Plan = 10 Marks >100 to 125 = 15 Marks >125 = 20 Marks	20	Client Experience Certificate as referred.

RFP reference	Criteria/ Sub-criteria	Description	Criteria/sub-criteria points	Remarks/ Form No.
<b>Section 4.2, Annexure 3</b>	Proposed Application	Overall solution design, architecture, workflow & interface with the optimum hardware requirement to meet the application SLA	25	
		Implementation Plan, Operations, Management and handholding Plan	15	
		Security Aspects	15	
<b>Grand Total</b>			<b>100</b>	
<p><b>During the evaluation process, the evaluation committee will assign grades from 0 to 4 for each of the categories mentioned where:</b>  <b>0 - 0 percent</b>  <b>1 - 25 percent</b>  <b>2 - 50 percent</b>  <b>3 - 75 percent</b>  <b>4 - 100 percent</b>  <b>Based on the above percentage</b> against each categories as above, <b>the marks</b> would be scored for the bidder for each categories</p>				

#### 2.19.4 Technical Score: (X)

The score secured based on evaluation of the Technical Bid as above shall be the Technical Score of the Bidder for the project being considered for evaluation (X).

Only those Bidders who have **secured Technical Score of 70 marks** or above shall be declared as qualified for evaluation of their 'Financial Bid'.

#### 2.19.5 Financial Score: (Y)

The financial offers shall be evaluated on the basis of total lump sum charges offered by the bidder to the **supply, customize and commission the Building plan approval software along with AMC for a period of 3 years and automate the required workflow for Building Plan approval.**

The financial offers of the qualified bidders (who have secured technical score of 70 marks or above) shall be tabulated for project and the bidder whose financial offer is lowest will be given a financial score of 100 marks. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected. The financial scores of other bidders for the project shall be computed as follows:

[Lowest offer quoted by the  
respective bidder for the project (Rs.)]

[The 'financial score' of = 100 X -----

Bidder for the project(Y)]

[Offer quoted by the respective

Bidder for the project (Rs.)]

The marks secured as above shall be the Financial Score of the bidder for the project. (Y)

### 2.19.6 Composite Score of the Bidders

Composite score of the Bidders for a Project shall be worked out as under:

Bidder	Technical Score (X)	Financial Score (Y)	Weighted Technical Score (70 percent of X)	Weighted Financial Score (30 percent of Y)	Composite Score (F=D+E)
A	B	C	D	E	F

#### Special Conditions for Evaluation

The successful bidder shall be the agency securing the highest composite score in column 'F' above. However, in the event of two or more Bidders securing exactly the same composite score, then MMRDA reserves the right to:

- Declare the bidder whose technical score is highest, among the bidders who have secured exactly the same composite score as successful bidder, or
- Invite fresh financial proposals from these bidders having same composite scores and evaluating these financial proposals, or
- Adopt any other method as decided by MMRDA.

### 2.20 Award Criteria

Prior to expiry of the validity period, MMRDA will notify in writing that the successful bidder's proposal has been accepted. Upon the successful bidder's furnishing of a Performance Bank Guarantee, the contract signing process will commence. In case the successful bidder is unable to furnish the Performance Bank Guarantee and execute contract within 21 days, MMRDA shall forfeit the Earnest Money deposit and shall invite the bidder ranked second in the commercial bid subject to the condition that the second rank bidder shall match the price quoted by the earlier successful bidder.

### 2.21 Signing of Contract

Once MMRDA notifies the successful bidder that its proposal has been accepted, MMRDA shall enter into a separate Agreement, incorporating the conditions of the RFP and its amendments and any special conditions during negotiations between the MMRDA and the successful bidder.

# **Section: 3**

## **Scope of Work**

### 3 Scope of Work:

MMRDA reserves the right to amend/add/delete/ edit any of the following items of the scope of work at the cost of the bidder, which shall be binding on the bidder

#### 3.1 Introduction

MMRDA is involved in the preparation of Development Plans for its SPA Areas and issues various permissions in SPA areas. Following are the broad functions performed by MMRDA regarding issuance of D.P Remarks, Lay out approvals/ NANOC / Commencement Certificate/ Amended Commencement Certificate / Occupancy Certificate/ NOC for Additions & Alterations/ Temporary Permissions:

- I. Scrutiny of Proposal
- II. Issuance of Deficiency Letter
- III. Preparation of Note for Approval
- IV. Issuance of Demand Letter w.r.t various payments such as scrutiny fees, development charges, premiums, deposits etc.
- V. Issuance of D.P. Remarks/ NANOC/ Commencement Certificate/ Amended Commencement Certificate/ Occupancy Certificate/ NOC for Additions & Alterations/ Temporary Permissions.

MMRDA hereby invites proposals for **supply, customize and commission the Building plan approval software along with AMC for a period of 3 years and automate the required workflow for Building Plan approval**. The purpose of this RFP is to establish an agreement for customization and commission a **Building Plan Approval Automation and Workflow system** for following Special Planning Areas (SPA) under MMRDA:

- (i) Bandra-Kurla Complex:
- (ii) Backbay Reclamation Scheme Block III to VI:
- (iii) Oshiware Disctric Center:
- (iv) Wadala Truck Terminal:
- (v) Chatrapati Shivaji International Airport Notified Area:
- (vi) Gorai Manori Uttan Notified Area
- (vii) 27 Villages of Kalyan Dombivali surrounding area
- (viii) 60 Villages of Bhivandi Surrounding Areas
- (ix) Indu Mill



### 3.2 Module Process Flow

- a. The Drawing is proposed to be submitted in CAD® format used by Architects for submitting plans and creating drawings.
- b. System will associate documental data with drawing.
- c. The system will read data from drawing and establish relationship between various entities.
- d. Analysis will be done in accordance with the applicable DPs and DCRs depending upon the state of DP sanction and CRZ norms. System will provide an interface to capture scrutiny details (Scanned /CAD® format) and relevant drawings of the proposals approved earlier so that information can be entered.
- e. Tables with respect to Area statements (such as Performa A, Plot Area / Built Up Area/FSI/RG Area calculations etc.), and building component calculations (such as opening schedule, parking calculations, water tank capacities etc.) and calculation for all other parameters as mentioned in the applicable DCRs shall be generated in the drawing. Complete requirement will be studied by the bidder at the time of preparation of SRS.
- f. After scrutiny following reports shall be generated – Scrutiny Report, Failed List Report, Check List Report.
- g. The work flow management with administrative controls, hierarchical login, compatibility of data transfer and integration to GIS platform, integration with e -office application & ERP have to be mapped and implemented as and when required.

### 3.3 Application Customization

The bidder should analyze the existing process and discuss the same with the MMRDA. Subsequently, the bidder needs to submit a document detailing the Requirements, including requirements for customization. The customization broadly includes but not limited to the following.

- Web Based Application for **Issuance of DP Remarks**
- On entry of relevant data, the system should generate deficiency letter / demand letters / and recommended for approval and on approval should also generate the approval letter.
- The bidder shall be responsible for collating (from MMRDA) the digital maps of the mentioned SPA, as in the 2.2 Project Brief. This will considered as part of the requirement gathering activity.

- System should also be customized for issuance of DP Remarks/NANOC/ Occupancy Certificate/ NOC for Additions & Alterations/ Temporary Permissions etc.
- On online entry of Survey no/ CTS No. / Plot No., Village Name, Taluka name etc by applicant, the application shall show respective part plan and shall generate downloadable part plan. If an applicant comes to MMRDA CFC (Citizen Facilitation Center)/ Division / MMRDA Office, the part plan shall be printable after payment of applicable fee. The content collection and preparing appropriate tables for the BPAS database shall be considered as part of the requirement gathering activity by the bidder.
- The application should have a feature to accept the 3D Drawings by the architect in the CAD format.
- The system shall accept the site plan, submitted by the architects or the owners of the land in UTM (Universal Transverse Mercator) format. Additionally, all the documents required for approval of the building plan shall be accepted by the system in respective formats.
- The application shall produce MIS Reports as per the standards and the requirements of the MMRDA department. The reports shall be customised as per the inputs from MMRDA. This activity shall be done while the requirement gathering phase.
- A dashboard should be developed from where all the reports can be accessed. Apart from the MIS Reports, following standard reports shall also be published with every single drawing submitted for approval.
  - a. Visibility Impact Analysis
  - b. Shadow Impact Analysis
  - c. 3-D Visualisation Impact Analysis
  - d. Sky View Factor.

Note: Other reports may be suggested by the Bidder to the departments and mutually decided post the approval from MMRDA. This shall be covered as part of the requirement gathering phase.

The functionalities required in the solution as well as the Workflow is defined below but not limited to the following:

### **3.3.1 Core Functionalities**

- The information of the pending application at each stage shall be available through the system to the stakeholders

- The system should guide the applicant about the regulations and generate scrutiny report.
- An automated solution shall associate documental data with Building drawings for automatic scrutiny of building proposal by reading CAD®. It shall automate the lengthy and cumbersome manual process of checking the development regulations, thus reducing paper work, valuable time and effort of Town & Country Planning Division of MMRDA.
- It should ensure an easier integration of 3rd Party Applications using web services or APIs
- It will also help in attaining the e-Governance by supplying all electronic versions of the documents and in standardizing the building drawing plan process.
- The system shall read CAD® drawings / other widely accepted format and produce scrutiny reports by mapping all the development control rules of the MMRDA to the drawing entities. This will reduce occurrence of manual errors during scrutiny.
- The solution should manage the content lifecycle (drawings, certificates, note sheets etc.) related to each proposal so as to maintain complete traceability
- The sanctioned proposals should be displayed on the public domain (MMRDA Websites / BPAS Application Home Page). The sanctioned proposals should be viewable on the standard maps used online.

### **3.3.2 Online submissions of the applications and integration of the system with e-payment gateway CAD based scrutiny of the Building Plans**

- The architect's / client plan in soft copy in CAD® drawings / other widely accepted formats to be mapped and evaluated against the prevailing Building rules, bye laws and norms as applicable to the MMRDA.
- Tables with respect to Area statements (such as Performa A, Plot Area / Built Up Area/FSI/RG Area calculations etc.), and building component calculations (such as opening schedule, parking calculations, water tank capacities etc.) and calculation for all other parameters as mentioned in the applicable DCRs shall be generated in the drawing. Complete requirement will be studied by the bidder at the time of preparation of SRS.
- A computerized /automated scrutiny report indicating the required/permissible parameters and the proposed parameters is to be tabled including status of each rule whether passed or failed.
- There should be system generated list highlighting the entities on which the plan is failing, thereby enabling MMRDA authorities to prepare objection list and inform the client to take necessary actions.

- System should be capable to make list of technical remarks provided by the MMRDA Officer. Relevant technical remarks will be discussed with the core group members and shall get incorporated in the software within mutually agreed time frame.
- The acknowledgment letters, approval letters, deviation or the rejection letters etc should be system generated.
- In addition to the above, the CC/OC/NOC also to be issued by e-signatures and displayed on website and individual email id.
- System should address automated building scrutiny of preformatted CAD® drawings / other widely accepted format drawings along with Building plan approval process management in an integrated manner.
- System should Auto-Detect structures in the drawing based on usage (e.g. Residential, Commercial or Residential- Commercial Mixed ) and also auto detection of high-rise buildings or low-rise buildings
- System should Auto generate of FAR, Area statement and Schedule of opening by reading preformatted CAD® drawings / other widely accepted format drawings .
- System should Auto-generate of plot area & plot area calculation for cross verification with system entered value by triangulation
- System should Auto hatch particular objects as per building control rules.
- System should Auto detect site margins and verification of coverage area.
- System should Auto-generate Failed entity report and marking the same on the drawing
- System should make Plotting of drawing submitted by Architect and processed through software in non-editable format
- System should be able to process layout permission which is a very common process prior to grant of development permission in Maharashtra

### **3.3.3 Work Flow Management System**

- The system should have the inbuilt workflow for each service (transaction and workflow based services)
- System should enable the officer in-charge or the applicant to add/update the information pertaining to name, address, license category, details of Surveyor/licensed architect and other required information
- The system should have the proper workflow management and should allow respective authority of concerned department to take appropriate decisions.
- An interface Application form which the applicants can make electronic submissions of the supporting documents and drawings to the MMRDA should be provided

- Using this interface either at the MMRDA Citizen Service Centers or through MMRDA Licensed Architects, the applicants would be able to submit the necessary documentation and soft copy of the drawings in CAD® drawings / other widely accepted format drawings
- The system must provide for proper user authentication and access control mechanisms so as to ensure that only authorized users can access relevant information.
- The system must provide for all submissions to be acknowledged and site visit dates and further approval schedule is to be provided to the architects/ client instantly.
- The System should support the Mobile Governance for sending SMS, e-mail gateway to the applicant regarding receipt of application, receipt of payment, payment notice, field visit, renewal of permit, payment of extra fee etc.
- The system should automatically generate an SMS which is sent to the Architect and concerned Field staff if there are any cancellations of site visit, the system should intimate the key relevant people so as to avoid unnecessary wastage of time. Reasons for such cancellation should also be recorded in the system.
- The system should generate MIS to be sent to higher authorities for approval and to make the approval status available online.
- The client/ Architect should be able to review the status of approval online.
- The system should have the ability and flexibility to design suitable workflow for the approval process as per the requirements of the MMRDA. The approval workflow should be as per the work flow being followed by the respective MMRDA authority's hierarchy and workflow rules should be flexible enough to change as desired.
- System should generate automatically the fee memo/ demand notes based on the submitted Building plan. System should have necessary interfaces for Fee collection and receipt generation integrated
- System should integrate with the payment gateway system provided by MMRDA in such a way that payments pertaining to building permits can be made online along with refunds if any
- The System should keep adequate reconciliation mechanism for receipts and disbursement relating to Building permissions
- Use of digital signature for approval of application at different levels should be incorporated in the application system
- System should provide search facility to find out the old application by giving permit number or owner details or any other key index finalized by MMRDA
- System should define the service levels and the escalation matrix to officials regarding time limit for processing an application

- System should track delays in approval steps and maintain an audit log of the approval process steps. System to generate an alert against each application when it nears the time limit for disposing it.

### 3.3.4 Architect / Owner Registration for BPAS.

SI No	Bidder Registration	Functionalities Requirements
1	Centralised Registration	Provide a single interface for the registration of all architects who intend to do business with the MMRDA
2	Online Application for Registration	<p>Identify the applicant with reference to a unique ID to be prescribed by MMRDA.</p> <p>Capture the following minimum information of the applicant with appropriate validations.</p> <ol style="list-style-type: none"> <li>Unique ID</li> <li>Name</li> <li>Address</li> <li>Corporate Information</li> <li>Certificate from Council of Architecture.</li> </ol> <p>The pre-requisite shall be captured as per the standard formats of Planning Cell (MMRDA). This shall be finalized in the requirement gathering phase.</p> <p>Facility for uploading of attachments as required by MMRDA for establishing identity and past experience etc.</p> <p>Facility for filling up of the application offline and uploading.</p> <p>Facilitate the applicants to save a partly filled application in 'Save Draft' mode for a period of 80 days.</p> <p>Enable online collection of registration fee. (if required as per the existing process)</p> <p>Assigning a unique application number to each applicant.</p> <p>Enable tracking the status of the application.</p>
3	Approval of Applications	Enable the Competent Authority to approve/reject the applications for registration based on a workflow system and business rules. Communication of successful registration/ \rejection to the applicant through an e-mail alert.
4	Digital Signature Certificates (DSC) to registered bidders	Provision to accept Digital Signatures supplied by any Certification Authority (CA) approved by GOI
5	Renewal of Registrations	Enable the Competent Authority to approve/reject the applications for registration based on a workflow system and business rules. Communication of successful registration/rejection to the applicant through an e-mail alert.

SI No	Bidder Registration	Functionalities Requirements
6	Updating and withdrawal	Enable the contractor architects to update the data in the Registry with appropriate authorisations. Enable the contractor to withdraw the registration on a voluntary basis.
7	Cancellation and Blacklisting	Allow the authorised officials of the participating departments to cancel the registration of any particular contractor or to blacklist any architects, following the business rules laid down by MMRDA in this regard. Integrating the information on cancellation / blacklisting with all other related modules so as to ensure that such architects do not conduct further business with MMRDA.
8	Search	Enable authorised officials of the backend departments to search the database for list of registered architects based on the 'search' criteria such as lines of business, turnover, past experience, as decided by MMRDA.
9	Help	Provide an online handbook for registration. Provide online assistance for facilitating architects to register conveniently. Provide FAQs on the registration process.



### **3.3.5 Reporting Functionality**

System should provide various reports to MMRDA. External user should be able to view the application status using an application tracking number. Some other standard reports but not limited to the following

- Plans approved
- Pending proposals
- Delayed approvals
- Revenue generated, etc. as per the MMRDA requirement
- Dynamic reports based on search results on agreed indexes on all Permission ( in progress/ Completed )
- Online real time search functionality for Users

### **3.3.6 Tracking Feature:**

The system should allow the applicant and the stake holder/MMRDA officials to view the progress of the application at various stages involved in the approval process. This feature shall be included on the approval of MMRDA. The bidder shall understand the existing process to design different stages involved in the Building Plan Approval. This will help the applicant and the stake holder to take a decision to fast track or hold the approval based on the decision of MMRDA.

### **3.3.7 Data Collection and Migration:**

The content collection and preparing appropriate tables for the BPAS database shall be considered as part of the requirement gathering activity by the bidder. The bidder is responsible for content collection, conversion and migration of legacy data and map it to the appropriate data points in the new BPAS database. This shall be considered as the as part of the requirement gathering activity by the bidder.

### **3.3.8 Survey Application for site surveys**

- An online survey application shall be developed aimed to automate the existing manual process of the preliminary site surveys for the building plan approval. The survey application shall be a mobile based application which may be captured by any smart devices. The application should broadly consist the following:
  - a. Log in facility to capture the correct surveyor with authentication features.
  - b. Capturing the Geotagged and time stamped picture.
  - c. Capturing the boundary of the surveyed location with the co-ordinates.

- d. Boolean Question and Answers
- e. Submission of the survey on the MMRDA server.
- f. Any other survey parameters as decided by MMRDA

The results of the survey should be integrated with the workflow of the Building Plan Approval System. The survey details should be mentioned on the standard maps online.

### **3.3.9 Drawing Preparation Utility:**

- Drawing preparation utility should allow the user/architect to prepare the drawing for submission and verify it to see if it confirms to the rules.
- It's an offline utility which allows the drawing to be opened and prepared. It should not put any restrictions in the scale or other factors architects used to do.
- It should allow recording necessary information like application details, building type, etc. within the drawing.
- The utility should guide the user to identify and mark objects. It should allow users to see the pending item to be marked/identified.
- Utility will be marking objects to verify Setback, Space Standard, Shade projection, Garage space, Means of access, Parking Space, FSI and Plot Cover, Basement, Ramp etc.
- Utility should allow user to verify single rule or complete drawing and it should give the results and allow the user to navigate to the part of the drawing having issues. It should highlight the failed rules and same should be highlighted in the drawing.
- User should be able to navigate the failed validations one by one.
- Utility should allow clean the drawing – which will remove all the modifications done by the utility.
- Utility should add architect information and additional information as required.
- Easy setup of utility is key to success and the package should allow hassle free installation.

### **3.3.10 Design Composition**

The bidder shall create design guides that define the grid system to be used. Grid Systems help to adapt the application on various devices and making it scalable. The bidder shall also create a design UI Kit that will include all the navigations, buttons & icons. This kit can be used by any designer who works on the said application in the future to maintain consistency. Font & Color palettes shall be fixed in the same design

guide. The bidder shall design the user interfaces (layouts) keeping in mind the brand guidelines of MMRDA.

### **3.3.11 Coding & Integration**

The design shall be decomposed to responsive HTML's which will be compatible with the latest version of browser & all smart devices. The browsers supported would be Internet Explorer 7, 8 & 9+ Latest version of Chrome, Mozilla & Safari. The application is expected to realign and fit to the smart mobile devices (iPAD, iPhone,Android etc.)

### 3.4 Timeline, Deliverables and Payment Schedule

This is a time bound and high priority project. It must be understood that the successful bidder has made the proposal after fully considering all such factors, which may have any bearing on the time schedule. The bidder will be required to **supply, customize and commission the Building plan approval software along with AMC for a period of 3 years** and **automate the required workflow for Building Plan approval** within given time frame from the issue of work order.

The total project duration is as per the following:

- Customization and Go Live: 18 Weeks from the issue of Work Order
- Maintenance Support: 3 Years from Go Live.

Stage	Primary Deliverables	Timeline	Payment schedule
<p><b>System Study</b> Conduct System Study, Gap Analysis and BPR required. Preparation of SRS, FRS and finalisations of SRS, MMRDA Sign off Software Requirement. Submit the SRS (Software Requirement Specification) document to MMRDA for a signoff.</p>	SRS, FRS and System Study Report	Six Weeks after receipt of Work Order	20% of the Quoted price
<p><b>Customization and Development of the Software</b>  Includes Customization, Configuration, and Deployment of Automated/ partly Automated Business Process System, Merging Historical Data, Deployment and UAT sign off,  Also includes Data Collection and Migration of the Legacy Data with MMRDA signoff</p>	Customized Solution, Test Cases and Legacy Data Migration	Eight Weeks after the signoff of SRS.	25% of the Quoted price

<p><b>Third Party Security Audit of the Application.</b></p> <p>This includes the fixing defects and procuring the security audit certificate.</p>	<p>Audit Certificate</p>	<p>Two weeks after completing the UAT on the developed application</p>	
<p><b>Installation, Pilot Run</b></p>	<p>Pilot Project Report</p>	<p>Two weeks after completing the UAT on the developed application</p>	<p>25% of the Quoted price</p>
<p><b>Training and Handholding for the MMRDA staff and the empanelled architects.</b></p>	<p>Training Report, Manuals etc.</p>	<p>Two weeks after completing the UAT on the developed application</p>	
<p><b>Go Live of the application.</b></p> <p><b>The final sign off would be given after running on 10 live cases.</b></p>	<p>10 successful live cases in live environment</p>	<p>Two weeks after training and test run and completion of 10 live cases of sanction</p>	<p>10% of the Quoted price</p>
<p><b>Yearly Support for three years</b></p> <p>Includes product upgrades and maintenance, hosting support and dedicated manpower support for a period of 3 years</p>	<p>Quarterly Progress Report</p>	<p>From Six months after go live</p>	<p>Proportionate Quarterly payment of the balance 20% of the Quoted price</p>

### 3.4.1 Documentations

The selected agency shall provide the following documentations in hard as well as soft copies:

- 1) Detail Project Plan
- 2) Fortnightly progress reports
- 3) System Requirement Specification (SRS) document containing detailed requirement capture and analysis including functional requirement, Interface Specifications, application security requirements.
- 4) Training Manuals and literature
- 5) Systems Administration Manuals
- 6) User manuals
- 7) Installation Manuals
- 8) Operational Manuals
- 9) Maintenance Manuals

- 10) Security policy and procedure for software including Password security, logical access security, operating system security, data classification, and application security and data backups.

### **3.4.2 Security Audit**

It is the responsibility of the selected bidder to get the security audit done of the proposed solution with a Cert-In empanelled security auditor. The selected bidder would be required to share the complete details of the audits with the along with copies of all communication and bug reports / removal, written or otherwise.

### **3.4.3 Product Upgrades**

The selected bidder shall provide MMRDA with all new versions, releases, and updates to all the Software provided during the Operations and maintenance period without any cost.

### **3.4.4 Inspection and Testing**

The inspection of installation of services shall be carried out to check whether the services are in conformity with the mentioned in the tender. The bidder will test all operations and accomplish all adjustments (tuning) necessary for successful and continuous operation of the systems to the satisfaction of the MMRDA.

The acceptance test will be conducted by MMRDA or any other person nominated by the Department, at its option. There shall not be any additional charges for conducting acceptance tests. The software should be complete. The bidder shall maintain necessary log in respects of results of the tests to establish to the entire satisfaction of the Department, the successful completion of the test specified.

In the event of software failing to pass the acceptance tests, a mutually agreed period (not exceeding 15 days) will be given to rectify the defects and clear the acceptance test, failing which the MMRDA reserves the rights to get the product replaced by the bidder at no extra cost to MMRDA.

### **3.4.5 Operations and Maintenance**

The Successful bidder shall maintain and support the supplied software for a period of 3 years after the successful operational acceptance, including:

- Three years maintenance for the software.

- Resolution of errors/bugs (if any), software updates, changes in the software that may be necessary due to legal/statutory changes etc.
- Providing all software updates and patches released by the OEM, update and patch management, resolution of any issues/problems with the solution etc.
- Deploy adequate facilities management personnel to maintain the software as per the service level requirements including servicing/updation and maintenance of IT assets.

### **3.4.6 Resourcing**

- The successful bidder shall provide a dedicated project manager (onsite at MMRDA premises, though not required to be deployed full time) till successful and go live and appropriate handholding and training of the BPAS solution.
- The successful Bidder shall identify a single point contact for MMRDA as a project manager for post go live period during the period of the contract that should be present for discussions, important meetings and should act as one point contact for MMRDA.
- A centralised helpdesk for BPAS with one full time resource shall be deployed at MMRDA to help the officials with the following qualifications catering to the mentioned scope as below –
  - Minimum of MCA/ B.E (Arch) / B.Tech (Arch). Qualification with 2 years' experience for the following services on successful Go-Live of the entire software application for six months.
    - Provide application training and handholding to new users or refresher training to old users.
    - To make onsite changes required at server and application level.
    - Onsite testing of patches or new versions received from Off-site before their deployment, Database maintenance and Backup management.
    - Issues tracking and MIS report generation.
    - Application Hosting Support and Back Up Maintenance

The activities of Hosting and Back Up Maintenance shall include:

- Backup of, database and application as per stipulated policies.
- Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies.

- Ensuring prompt execution of on-demand backups of volumes, files and database applications whenever required by MMRDA or in case of upgrades and configuration changes to the system.
- Real-time monitoring, log maintenance and reporting of backup status on a regular basis. Prompt problem resolution in case of failures in the backup processes.
- On-going support for file and volume restoration requests.

### **3.4.7 Hosting**

BPAS application will be hosted on a dedicated server in the MMRDA server room. The successful bidder shall configure and install the licensed software with all critical updates to be installed in the server on regular basis apprising MMRDA. The bidder shall provide the list of the hardware requirements required for the deployment of the solution keeping in consideration SLA parameters for the application.

### **3.4.8 Operational Acceptance**

Successful completion of the contract will be gauged through a series of formal acceptance tests performed on all aspects of the system/sub systems:

- 1) Bidder must host the services from MMRDA data center.
- 2) The integration, legacy data migration should be completed before the official launch of the application.
- 3) In the go-live phase, Bidder will have to manage and roll out a beta stage where the system will be made available and restricted only to the users in the department through an appropriate mechanism on the web, and conduct user acceptance testing of the System based on test cases developed by the Bidder in consultation with MMRDA and validated by MMRDA. Based on the test results, required changes will be carried out and tested. Post this, software for automated building plan approval will be officially launched and operational acceptance will be complete.

### **3.4.9 Final Acceptance of the Application**

At the end of the BPAS application acceptance period, MMRDA will acknowledge complete application acceptance in writing and approve it for Go-Live. This, however, will happen upon completion of the following:



- A. All required activities as defined in the bid document including all changes agreed by MMRDA and delivered by the successful bidder and accepted by MMRDA.
- B. All required documentation as defined in this bid document including all changes agreed by MMRDA and delivered by the successful bidder and accepted by MMRDA.
- C. All required training as defined in this bid document and delivered by the successful bidder and accepted by MMRDA.
- D. All identified shortcomings/defects in the systems have been addressed to MMRDA's complete satisfaction.

### 3.4.10 BPAS Application Training:

The bidder must provide the training and documentation for all users of the system across the MMRDA.

The following activities need to be performed by the bidder as part of Training Documentation:

- a. Defining overall training requirements in consultation with MMRDA.
- b. Preparation of training plan, schedule etc.
- c. Preparation of training guides/user manuals for the application and installation manual and administration manual.
- d. Documentation to be provided to MMRDA in electronic medium and Booklet in binding form.
- e. Bidder is required to provide training manuals **and video tutorials** for all the modules and applications of the customized solution as per the MMRDA requirements. The manuals should be updated as and when features/ functionalities in the system changes.
- f. Based on the skills of the users, the bidder has to provide comprehensive training, recommend approach for the same.
- g. Bidder is required to provide application software training to end user.
- h. Following is the Indicative Training Schedule:

Training for (Indicative Only)	Period ( Indicative Only)
<b>Senior Management</b>	One day
<b>Middle Management</b>	Two day
<b>Other Senior Management</b>	Three day
<b>Other End Users</b>	Three day

Training for(Indicative Only)	Training on:
<b>Senior Management</b> All division heads, Sub heads MC ,AMC	Application usage MIS report analysis Query/Search generation

Training for(Indicative Only)	Training on:
<b>Middle Management</b> Town planners, Superintendent engineer, Deputy engineer	Application usage MIS report analysis Query/Search generation Data Validation
<b>Other Senior Personnel</b> Section Officers, Desk Officers	Application usage Query/Search generation System start-up/shutdown Procedures Issue resolution processes
<b>Other End Users</b> Other staff involved in the procurement process across various departments	Application usage Query/Search generation System start-up/shutdown procedures Issue resolution processes

Note: Any of the above activity needs to be reviewed and approved by MMRDA.

A detailed training schedule, including the dates, areas to be covered, time and the training Literature (to be supplied to MMRDA) at various stages of the cycle will be agreed to by both parties (MMRDA and the successful bidder) during the performance of the Contract.

# **Section: 4**

## **Service Level Agreement**

## 4 Service Level Agreement

The successful bidder has to comply with below-mentioned SLAs to ensure adherence to quality, security and availability of service. The bidder should provide adequate tools required to capture the data for SLA verification and will submit the SLA reports on the monthly basis to MMRDA.

### 4.1 Resolution Time

<b>Definition</b>	Time in which a complaint /query is resolved after it has been reported by MMRDA to the post go-live support team of the successful bidder.								
<b>Service Level Requirement</b>	<p>Each query will have a different impact on the business functionality so it has been categorized as follows:</p> <p>Priority Level 1 (L1): Queries regarding issues that have the greatest business impact wherein the user is not able to perform his/her regular work</p> <p>For example: unable to log into the system due to errors in software.</p> <p>Priority Level 2 (L2): Queries regarding issues that have medium business impact wherein the user is partially able to perform his/her regular work.</p> <p>For example: user is able to log in and perform most of his normal work, but can't approve a certain document on screen.</p> <p>Priority Level 3 (L3): Queries regarding issues that have the least/no business impact involving cosmetic changes.</p> <p>For example: change of character font on screen etc.</p> <p>The successful bidder should provide service within following timeline:</p> <table border="1"> <thead> <tr> <th>Type of Query</th> <th>Maximum Resolution time allowed</th> </tr> </thead> <tbody> <tr> <td>L1</td> <td>24 Hours</td> </tr> <tr> <td>L2</td> <td>48 Hours</td> </tr> <tr> <td>L3</td> <td>72 Hours</td> </tr> </tbody> </table>	Type of Query	Maximum Resolution time allowed	L1	24 Hours	L2	48 Hours	L3	72 Hours
Type of Query	Maximum Resolution time allowed								
L1	24 Hours								
L2	48 Hours								
L3	72 Hours								
<b>Measurement of Service Level Parameter</b>	The service level would be defined in the number of days calculated from the date and time of logging the call/raising the request with the successful bidder.								
<b>Penalty for non-achievement of SLA</b>	<p>Delay of every business day would attract</p> <p>Penalty per day as per:</p> <p>1. For L1 = three X Per day Penalty</p>								

	<p>2. For L2 = two X Per day Penalty</p> <p>3. For L3 = one X Per day Penalty</p> <p>The total penalty generated is product of the number of days and per day penalty, as defined in the project contract. The penalty would be calculated on quarterly basis and would be adjusted from the quarterly payment.</p> <p>The Penalty per day is Rs. 5,000/-</p>
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#### 4.2 Penalties shall not be levied on the successful bidder in the following cases:

- i. The noncompliance to the SLA has been solely due to reasons beyond the control of the successful bidder.
- ii. There is a Force Majeure event affecting the SLA, which is beyond the control of the successful bidder.

#### 4.3 Application Performance Requirement:

- Average Application Response Time during peak usage hours as measured within the server environment shall not exceed 2 seconds (The list of critical business functions and peak usage hours will be identified by MMRDA during the Supply and System Integration Phase).
- The standard query (which includes complex and joint queries) response time for the application shall be maximum upto 3 Seconds.
- The average application response time of each page should not be more than 5 Seconds.

#### 4.4 Development SLA:

The deliverables shall be completed as per the timelines mentioned in the **Section 3.4 'Timelines, Deliverables & Payment Schedule'**. Following shall be the penalty for non-achievement of the SLA.

- Delay of every week would account to a penalty of INR 15,000.
- The penalty during the implementation and Go Live would be deducted from the payment to be made from the respective deliverables.
- The penalty would be limited to 1% of the total value of the respective deliverables (ref. section 3.4)
- Once the maximum penalty limit has reached against respective deliverables, MMRDA has the right to call for annulment of the contract after due intimation to the bidder.

# **Section: 4**

## **General Conditions of Contract**

## **5 General Conditions of Contract**

### **5.1 Governing Law**

The Contract shall be governed by and interpreted in accordance with the laws of the India.

### **5.2 Settlement of Disputes**

- a) Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GCC 5.2 (b) shall become applicable.
- b) Arbitration:
- (i) In the case of dispute arising, upon or in relation to, or in connection with the contract between MMRDA and the Successful bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the MMRDA and the successful bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the MC, MMRDA. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
  - (ii) Arbitration proceedings shall be held in Mumbai, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
  - (iii) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by MMRDA and the successful bidder. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

### **5.3 Taxes and Duties**

The successful bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed. The bidder shall be entirely responsible for all taxes, stamp duties, license fees etc. excluding service tax which shall be paid by MMRDA as applicable separately.

## 5.4 Performance Bank Guarantee

- i. The successful bidder shall at his own expense, deposit with MMRDA, within fourteen (14) working days of the date of notice of award of the contract or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalised bank acceptable to MMRDA, payable on demand (In Mumbai), for the due performance and fulfilment of the contract by the successful bidder. Please Refer **(Section 7.2)**
- ii. This Performance Bank Guarantee will be for an amount equivalent to 10 percent of complete contract value for 3 years. All charges whatsoever such as premium, commission, etc., with respect to the Performance Bank Guarantee shall be borne by the successful bidder.
- iii. The Performance Bank Guarantee shall be valid till the end of six months after Supply and Commissioning of software solution for automation of Building Plan Approval System in MMRDA and should be in the format prescribed in the tender.
- iv. The Performance Bank Guarantee may be discharged/returned by MMRDA upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- v. MMRDA shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

## 5.5 Confidential Information

MMRDA and the successful bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

MMRDA shall not use such documents, data, and other information received from the successful bidder for any purposes unrelated to the Contract. Similarly, the successful bidder shall not use such documents, data, and other information received from MMRDA for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

## 5.6 Warranty



All the supplied goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

The goods shall be free from defects arising from any act or omission of the successful bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

## **5.7 Change in Laws and Regulations**

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the successful Bidder has thereby been affected in the performance of any of its obligations under the Contract.

## **5.8 Force Majeure**

The successful bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Force Majeure shall not cover the price fluctuation of components.

For purposes of this Clause, Force Majeure means an event or situation beyond the control of the successful bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the successful bidder. Such events may include, but not be limited to, acts of MMRDA in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the successful Bidder shall promptly notify MMRDA in writing of such condition and the cause thereof. Unless otherwise directed by MMRDA in writing, the successful Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **5.9 Change Orders and Contract Amendments**

MMRDA may at any time order the successful bidder to make changes within the general scope of the Contract, in any one or more of the following:

- i. Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for MMRDA.
- ii. The place of delivery.
- iii. The Related Services to be provided by the successful bidder.

If any such change causes an increase or decrease in the cost of, or the time required for, the successful bidder's performance of any provisions under the Contract, an equitable

adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the successful bidder for adjustment under this Clause must be asserted within 28 days from the date of the successful bidder's receipt of MMRDA's change order.

Prices to be charged by the successful bidder for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties, and shall not exceed the prevailing rates charged to other parties by the successful Bidder for similar services.

## **5.10 Extension of Time**

If at any time during performance of the Contract, the successful bidder encounter conditions impeding timely delivery of the Goods or completion of Related Services, the successful bidder shall promptly notify MMRDA in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the successful bidder's notice, MMRDA shall evaluate the situation and may at its discretion extend the successful bidder's time for performance in writing.

Delay by the successful Bidder in the performance of its Delivery and Completion obligations shall render the Bidder liable for disqualification for any further bids in MMRDA, unless an extension of time is agreed mutually.

## **5.11 Termination**

### **5.11.1 Termination by MMRDA**

- a. MMRDA may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (k) of this GCC Clause 5.11.1. In such an occurrence, MMRDA shall give a not less than 30 days' written notice of termination to the successful bidder, and sixty (60) days' in the case of the event referred to in (j).
- b. If the successful bidder does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as MMRDA may have subsequently approved in writing.
- c. If the successful bidder becomes (insolvent or goes into liquidation, or receivership whether compulsory or voluntary).
- d. If the successful bidder, in the judgment of MMRDA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- e. If the successful bidder submits to the MMRDA a false statement which has a material effect on the rights, obligations or interests of MMRDA.
- f. If the successful bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to MMRDA.
- g. If the successful bidder fails to provide the quality services as envisaged under this Contract, MMRDA may make judgment regarding the poor quality of services, the reasons

for which shall be recorded in writing. MMRDA may decide to give one chance to the successful Bidder to improve the quality of the services.

- h. If the successful bidder fails to comply with any final decision reached as a result of arbitration proceedings.
- i. If, as the result of Force Majeure, the successful bidder is unable to perform a material portion of the Services for a period of not less than 60 days
- j. If MMRDA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- k. In the event MMRDA terminates the Contract in whole or in part, pursuant to point (a) to (h) of GCC Clause 5.11.1, MMRDA may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the successful bidder shall be liable to MMRDA for any additional costs for such similar services. However, the successful bidder shall continue performance of the Contract to the extent not terminated.

### **5.11.2 Termination by Bidder**

The successful bidder may terminate this Contract, by not less than 30 days' written notice to MMRDA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this GCC Clause 5.11.2:

- a. If MMRDA fails to pay any money due to the Successful bidder pursuant to this Contract and not subject to dispute pursuant to GCC Clause 5.2 hereof, within 45 days after receiving written notice from the successful bidder that such payment is overdue.
- b. If, as the result of Force Majeure, the successful bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
- c. If MMRDA fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 5.2 hereof.
- d. If MMRDA is in material breach of its obligations pursuant to this Contract and has not remedied the same within 45 days (or such longer period as the successful bidder may have subsequently approved in writing) following the receipt by MMRDA of the Successful bidder's notice specifying such breach.

### **5.12 Payment upon Termination**

Upon termination of this Contract pursuant to GCC Clauses 5.11.1 or 5.11.2, the MMRDA shall make the following payments to the Successful bidder:

- a. If the Contract is terminated pursuant to GCC Clause 5.11.1 (j) or 5.11.2, remuneration for Services satisfactorily performed prior to the effective date of termination.
- b. If the agreement is terminated pursuant of GCC Clause 5.11.1 (a), (b), (c), (d), (e), (f), (g) (h) and (k) , The successful bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the MMRDA may consider making a payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the MMRDA. Applicable under such circumstances, upon

termination, the MMRDA may also impose liquidated damages. The successful bidder will be required to pay any such liquidated damages to MMRDA within 30 days of termination date.

### **5.13 Applicable laws**

- i. The Contract shall be interpreted in accordance with the laws prevalent in India.
- ii. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Department about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Department and its employees/ officers/ staff/ personnel/representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- iii. Compliance in obtaining approvals/ permissions/ licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Department and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Department will give notice of any such claim or demand of liability within reasonable time to the bidder.
- iv. All legal disputes are subject to the jurisdiction of Civil Courts Mumbai only.

### **5.14 Assignment**

Neither the MMRDA nor the successful Bidder shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

# **Section: 6**

## **Guidelines for filling Response to RFP**

## 6 Guidelines for filling Response to RFP

### 6.1 Guidelines for Preparation of Pre-qualification Proposal

#### [Envelop A]

#### 1. Annual Turnover Details of the Bidder (Please refer to RFP Clause 2.19.2 (iii))

S.No	Years	Turnover Details (in Rs.)
A	2013 – 14	
B	2012 – 13	
C	2011 – 12	
Average Annual Turnover (A+B+C)/3		

\* Please include Audited Annual Statement/Auditor's certificate in the Annexure to the technical proposal.

### 6.2 Other Pre- Qualification documents

S.No	Particulars	Particulars	Annexure in Technical Proposal*	Page No of the Annexure in the technical Proposal
1.	Registration Certificate under the Companies Act, 1956.	Reg. Certificate		
2.	ISO 9001-2008 certification	Certificate		
3.	A board resolution / Registered/ Non-revocable Power of Attorney executed by the Bidder in favour of the bidder's authorized representative to sign/ execute the proposal as a contract document and also execute all relevant agreements forming part of RFP.	Board Resolution / Authorization Letter		
4.	Affidavit that the bidder has not been debarred/ blacklisted by any Govt/ Semi-Govt. organization for quality of services/ product and there are no legal issues/ order	Affidavit		

S.No	Particulars	Particulars	Annexure in Technical Proposal*	Page No of the Annexure in the technical Proposal
	prohibiting/ restraining the bidder to participate in the bid process.			
5.	The bidder eligible for participation in the tender shall be single business entity / consortium with the maximum with one partner (total of two members).	Only in case of Consortium: Declaration and Consent on bidder / lead bidder letter head.		
6.	The proposed solution should have been implemented as Building permission systems in at least 2 ULBs (Urban Local Bodies) in India during the period from 1 <sup>st</sup> January 2007 till the bid submission date. The bidder has to necessarily submit POs/ WOs and milestone completion /experience certificate from the authorized signatories of the ULBs.	Relevant Work Orders and Experience Certificate		
7.	The bidder should be O.E.M or authorized dealer / implementation partner of Software Product proposed for this project	MAF Certificate only in case of bidder being an implementation partner		
8.	At least 100 building plans approval should have been processed using the software being proposed	Relevant Experience Certificate from client		
9.	Any other document supporting bid			

\*Please include the entire supporting document in the Annexure to the technical proposal.

### 6.3 Guidelines for Preparation of Technical Proposal [Envelope B]

1. A printed covering letter, on the bidding organisation's letterhead with all required information and authorised representative's initials shall be submitted along with the proposal. In case the bidder edits the content of the proposal covering letter; it will be treated as a non-responsive bid and shall be rejected.

2. The technical proposal should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical solution meets the requirements specified in the RFP. The technical proposal may not contain any pricing information. In submitting additional information, the bidder should mark it as supplemental to the required response.
3. Proposals must be direct, concise, and complete. Any information which is not directly relevant to this RFP shall be omitted. MMRDA will evaluate the bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP.
4. The bidder is expected to provide Bill of Materials (BoM) for the Supply and Commissioning of software solution for automation of Building Plan Approval System in MMRDA as part of the technical proposal without price quote.
5. The bidder shall fill in the technical response as per the template provided **Refer 6.4** failing to which, the bid shall be treated as non-responsive and shall be rejected.

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## 6.4 Template for Technical Proposal

### Section A

#### Technical Proposal Response Letter

(To be submitted on the letterhead of the bidder)

{Location, Date}

To

Mr. Shankar Deshpande  
JPD (TP) & Chief IT Cell  
MMRDA,  
Bandra - Kurla Complex  
Bandra (East)  
Mumbai—400051

Ref: RFP Notification number

Subject: Submission of proposal in response to the RFP for **“Supply and Commissioning of software solution for automation of Building Plan Approval System in MMRDA”**

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP Notification number..... for “Supply and Commissioning of software solution for automation of Building Plan Approval System in MMRDA”

We have read the provisions of the RFP document and confirm that we accept these. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

1. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of 180 days from the date of opening of financial proposals.
2. We would like to declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
3. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
4. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
5. We understand you are not bound to shortlist/accept any or all the proposals you receive.
6. We hereby declare that we qualify and fulfil all the Prequalification criteria mentioned at clause 2.19.2.

Our correspondence details with regards to this proposal are:

Sr. No	Information	Details
1	Name of responding firm:	
2	Address of responding firm:	
3	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
4	Telephone number of contact person:	
5	Mobile number of contact person:	
6	Fax number of contact person:	
7	E-mail address of contact person:	
8	Status of Firm/ Company (Public Ltd., Pvt. Ltd., etc.)	
9	Details of Registration (Ref e.g., ROC Ref number)	

Date and number:

Name of Nationalized/ Scheduled bank:

Amount: Rs.5,00,000/- (Five Lakhs Only)

We hereby declare that our proposal submitted in response to this RFP is made in good faith, and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

[FIRM'S NAME]

Name

Title

Signature

Date and Stamp of the Signatory

Please include the compliance details in the Annexure to the technical proposal.

## Section B

### Technical Specifications

Following are the brief specifications of the APPLICATIONS, WHICH will meet the requirements of MMRDA

Bidders are requested to go through these requirements carefully. In order to reduce time for development and deployment, MMRDA expects that bidder should propose a software solution which meets at least 70% of the following requirements out of box and rest is configurable. A demonstration in support of the claims can be asked for, if required.

S. No.	Specifications	Yes / No/ Customize	References / comments
<b>1.0</b>	<b>Security system</b>		
<b>1.1</b>	The system should be able to Define Roles for all users in the work flow		
<b>1.2</b>	The system should be able to Define rights to the application features for each of the roles		
<b>1.3</b>	The system should be able to provide log for Time and user stamping of each usage		
<b>1.4</b>	The system should be able to prevent unauthorized access to servers and network log should be maintained for all the transactions handled		
<b>1.5</b>	The System Architecture should provide an end-to-end security model that protects data. Security systems should be commensurate with the overall sensitivity of the database and contents Audit trail will be monitored.		
<b>1.6</b>	The system should have controls incorporated in to ensure that the databases are not tampered/ altered/ modified/ deleted, except updating the records		
<b>1.7</b>	Users should be allotted login user-id and password to fix up accountability for transactions carried out.		
<b>1.8</b>	The system should support digital Signatures to make the document		

	and certificates authentic. Various Database level Security provisions should be implemented		
<b>1.9</b>	The system should ensure security of the Plans approved by authorities used by the system. This will include storing approved files which will be non-editable, storing the approval information in database in secured manner		
<b>1.10</b>	Security system to prevent activities like hacking in the Database should be suggested		
<b>2.0</b>	<b>Technical Architecture of System Software</b>		
<b>2.1</b>	The backend should be one of the leading and proven RDBMS		
<b>2.2</b>	The software should have its own MIS report generation and to be integrated with master MIS dashboard. The existing report system has to be studied and modified if necessary		
<b>2.3</b>	The system should be able to Incorporate the sanctioning order including the relevant application numbers, date in the soft copy itself after the plan is sanctioned which is full proof and shall not be able to be tampered or altered by any body		
<b>2.4</b>	The system should be able to create a comprehensive decision support system based on transaction date.		
<b>2.5</b>	The software shall read the soft copies of the drawings submitted in CAD(R) format and validate it for MMRDA requirements. If the proposals in the drawings are not as per permissible rules and regulations, the software shall indicate the errors and give a report for rectification		
<b>2.6</b>	The software shall be web based and shall be used concurrently in as many locations at which accessed.		

<b>2.7</b>	The software shall be web enabled and built on 3 tier internet architecture and shall be accessible to all official locations over a Broadband/VPN/ Lease Line connection The software architecture shall allow clustering to ensure scalability as the usage of system keeps increasing over time. The MMRDA shall reserve the right to deploy additional servers on an as-required basis		
<b>2.8</b>	Some data as desired by the MMRDA shall also be accessible to citizens directly through internet		
<b>2.9</b>	An On-line help module should be available which shall provide detailed help for each process/report of the Application		
<b>2.10</b>	The proposals should be acknowledged from Clients and site visit dates and further approval schedule is to be given to the architects/ client on the spot. An SMS/EMAIL may also to be sent to architect and concerned Field staff. If there is any cancellation on site visit they may be informed through SMS to avoid unnecessary wastage of time.		
<b>2.11</b>	The acknowledgment letters, approval letters, deviation or the rejection letters should be system generated		
<b>2.12</b>	The approval workflow should be as per the work flow being followed by MMRDA's hierarchy and workflow rules should be flexible enough to change as desired		
<b>2.13</b>	Related MIS and exceptional reports should be developed based on the plans passed, Pending proposals, Delayed approvals and revenue generated, etc. as per MMRDA's requirement		
	<b>Automation of Building Bye</b>		

	<b>Laws</b>		
<b>3.0</b>	The architect's/ client plan in soft copy in CAD(R) should be mapped with the building development control rules of the MMRDA. A module/utility should be developed and provided for the Architects for preparation of plan as per the requirement of the software. This utility could be an online resource available to Architects accessible through authentication. An automated scrutiny report indicating the required / permissible parameters and the proposed parameters should be evaluated by this module/utility. These reports are later sent to higher authorities for approval and to make the approval status available online. The client/ Architect should be able to review the status of approval online.		
<b>3.1</b>	There should be uniformity in approval process throughout MMRDA with proper status tracking of the proposals		
<b>3.2</b>	Architect/ client's line drawing in CAD(R) should be read and area calculation sheet is to be system generated to eliminate the human errors.		
<b>3.3</b>	An automated scrutiny report indicating the required/permissible parameters and the proposed parameters is to be tabled including status of each rule whether passed or failed		
<b>3.4</b>	There should be system generated list highlighting the entities on which the plan is failing, thereby enabling the authorities to prepare objection list and inform the client to take necessary actions		

<b>3.5</b>	Auto-Detection of structures in the drawing based on usage (e.g. Residential, Commercial or Resi-comm. Mixed ) and also auto detection of High-rise Bldg. or Low-rise Bldg		
<b>3.6</b>	Auto generation of FAR, Area statement and Schedule of opening		
<b>3.7</b>	Generation of plot area & plot area calculation for cross verification with system entered value by triangulation and other parameters of buildings and constructions		
<b>3.8</b>	Generation of Failed entity report and marking the same on the drawing		
<b>3.9</b>	Plotting of drawing submitted by Architect and processed through software in non editable format		

## Section C

- Introduction on Product
- Overall solution design, architecture, workflow & interface with the optimum hardware requirement to meet the application SLA
- Implementation Plan, Operations, Management and handholding Plan
- Security Aspects
- All other Annexures

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## Section

### Checklist for the Technical Bid

S.No	Section	Particulars	Page no of the technical Proposal
1	Section – A	Technical Proposal Response Letter	
2	Section – B	Technical Specification	
3	Section – C	Detailed Technical Proposal	

## 6.5 Guidelines for Preparation Financial Proposal [Envelop C]

Financial Proposal should comprise of the following:

1. The rate quoted will be binding upon the successful bidders irrespective of the actual quantity during the award of contract.
2. Unless expressly indicated, bidder shall not include any technical information regarding the services in the financial proposal.
3. Prices shall be quoted entirely in Indian Rupees. All prices should be rounded off to the nearest Indian rupees (If the first decimal value is 5 (five) or above it should be rounded up and below 5 (five) should be rounded down. In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered.
4. No adjustment of the contract price shall be made on account of any variations in costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The contract price shall be the only payment payable to the successful bidder for completion of the contractual obligations by the successful bidder under the Contract, subject to the terms of payment specified in the contract. The price quoted would be inclusive of all taxes, duties, and charges and levies as applicable except Service Tax which will be paid as actual. Prices quoted for the Software shall be inclusive of installation and commissioning. No extra payment on any account shall be admissible.
5. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of project. A proposal submitted with an adjustable price quotation or conditional proposal may be treated as nonresponsive and rejected.
6. The amount stated in the financial Proposal, adjusted in accordance with the above procedure, shall be considered as binding on the Bidder for evaluation.
7. The bidder shall quote the total amount in online tender and shall upload the soft copy of breakup of cost as detailed in the template provided **Refer 6.6 Section A and Section B** failing to which, the bid shall be treated as non-responsive and shall be rejected.

## 6.6 Template for financial proposal

### Section A

#### Letter Format for Financial Proposal

(To be submitted on the Letterhead of the bidder)

[Location, Date]

To

Mr. Shankar Deshpande  
JPD (TP) and Chief IT Cell  
MMRDA,  
Bandra - Kurla Complex  
Bandra (East)  
Mumbai—400051

Ref: RFP Notification no <<>>

Subject: Submission of Financial proposal in response to the RFP for “Supply and Commissioning of software solution for automation of Building Plan Approval System in MMRDA”

Dear Sir,

We, the undersigned, offer to provide the services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal for is for the sum of [*Insert amount(s) in words and figures*]. We are aware that any conditional financial offer will be outright rejected by MMRDA. This amount is inclusive of taxes except service tax as listed at (Consolidated Cost Summary) attached.

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 (180 days) from the date of opening of financial bid.

We are aware that MMRDA reserves the right to accept or reject any or all bids without assigning any reasons thereof.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Date and Stamp of the signatory

Name of Firm:

## Section B

### Details for Financial Proposal

This table should be consolidated from the “Grand Total” row from subsequent tables

**Table 1—Consolidated Cost Summary (Inclusive of Taxes except service tax)**

Sr. No.	Item-wise amounts (Inclusive of Taxes except service tax)	Amount in Figure (Rs.)
A	Supply, customize and commission the Building plan approval software along with AMC for a period of 3 years	
<b>Grand total in words (A+B):</b> <b>(This figure shall be used for evaluation of financial proposals).</b>		

**Table 1.1: Supply, customize and commission the Building plan approval software.**

Sr. No.	Item-wise amounts (Inclusive of Taxes except service tax)	Amount in Figure (Rs.)
A	Customization, Testing and Implementation Cost	
B	Training Cost	
C	Any other Cost (Pl. Specify)	
<b>Sub Total (A) in words:</b> <b>(This figure shall be used for evaluation of financial proposals).</b>		

**Table 1.2: AMC for 3 Years.**

Sr. No.	Item-wise amounts (Inclusive of Taxes except service tax)	Y1 (INR)	Y2 (INR)	Y3 (INR)	Amount in Figure (Rs.)
A	Manpower Cost for one full time resource at MMRDA				
B	Building plan approval software maintenance cost				
C	Any other maintenance charges (Pl. Specify)				
<b>Sub Total (B) in words:</b> <b>(This figure shall be used for evaluation of financial proposals).</b>					

**Table 2\*\*:** Below is the table in reference to Change Request which defines the cost of each resource which would be considered in implementation.

S. No.	Item No. and Description	Unit	#One Man-Month Cost in INR
1.	Project Manager	Man Month	
2.	Data Base Administrator	Man Month	
3.	Module Leader/ TL	Man Month	
4.	Business Analyst	Man Month	
5.	Software Engineer	Man Month	
6.	Testing Engineer	Man Month	

\*\*The cost mentioned would not be used for the evaluation purpose. MMRDA reserves the right to negotiate on the cost.

# Section: 7 Annexure

## 7 Annexure

### 7.1 Draft of Agreement Format

This CONTRACT (hereinafter called the “Contract”) is made the \_\_\_ day of the month of \_\_\_ between, on the one hand, MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY (MMRDA) established and constituted under the Metropolitan Region Development Authority Act, 1974 (Maharashtra Act IV of 1975) and having its office at Plot number C-14 and 15, Bandra Kurla Complex, Bandra (East), Mumbai- 400051 hereinafter called “Authority” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successor or successors and assignee or assignees) and, on the other hand M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ hereinafter called the “Bidder” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successor or successors and assignee or assignees).

Whereas

- a) The Authority has selected the Bidder to provide services as per specifications mentioned in the bid document **“Supply and Commissioning of software solution for automation of Building Plan Approval System in MMRDA”** and as defined in the General Conditions of the Contract.
- b) By filling the bid document and signing it the Bidder has agreed to the Authority that they have the required professional skills, personnel, technical and financial resources, and have agreed to execute the items in the bid document on the terms and conditions set forth in this contractual bid document.

NOW THEREFORE the parties hereto hereby agree as follows:

- 1 The following documents attached hereto shall be deemed to form and integral part of the Contract agreement.
  - a. The complete bid document including the common set of deviation issued from time to time.
  - b. Minutes of the pre-bid meeting standard set of deviations/corrigendum, drawing and instructions issued by MMRDA.
  - c. LOI and Work Order.
  - d. Any other communications issued prior to signing of the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed in their respective names as of the day & year first above written.

FOR AND ON BEHALF OF

MUMBAI METROPOLITA REGION  
DEVELOPMENT AUTHORITY

BY S.C.Deshpande  
Chief IT Cell, MMRDA  
(Authorised Representative)

Witness:

1. ....
2. ....

By Authorised Signatory  
FOR AND ON BEHALF OF  
M/S. ....

Witness:

1. ....
2. ....



## 7.2 Format for Performance Bank Guarantee (Please Refer 5.4 of RFP)

Whereas ----- (hereinafter called 'the Respondent') has submitted its proposal dated ----- in response to the **“Supply and Commissioning of software solution for automation of Building Plan Approval System in MMRDA”**

KNOW ALL by these presents that WE ----- of -----  
----- Having our registered office at -----  
----- (hereinafter called "the Bank") are bound unto the MMRDA (hereinafter called "the MMRDA") in the sum of ----- for which payment well and truly to be made to the said MMRDA, the Bank binds itself, its successors and assigns by these present. Sealed with the Common Seal of the said Bank this -----day of -----2012.

**The Conditions** of this obligation are:

- In the event of the successful bidder being unable to service the contract for whatever reason, MMRDA would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of MMRDA under the Contract in the matter, the proceeds of the PBG shall be payable to the MMRDA as compensation for any loss resulting from the Respondent's failure to complete its obligations under the Contract. MMRDA shall notify the Respondent in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Respondent is in default.
- MMRDA shall also be entitled to make recoveries from the Respondent's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

We undertake to pay to the MMRDA up to the above amount upon receipt of its first written demand, without the MMRDA having to substantiate its demand, provided that in its demand the MMRDA will specify that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including \_\_\_\_\_, and any demand in respect thereof should reach the Bank not later than the above date.

### 7.3 Format of sending pre-bid queries

**Ref: RFP Notification <<>>**

Name of the Bidder:

Contact Address of the Bidder:

Serial Number	Section Number	Page Number	Query

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped