

**Prebid Queries:**

**RFP for Selection of System Integrator (SI) for Design, Development, and Implementation of Regional Information System for Mumbai Metropolitan Region and Urban Observatory at MMRDA**

**RFP CA NO. 02/MMRDA/IT CELL/SM/2024-25**

<b>Sr. No</b>	<b>RFP Document Reference(s) (Section and Page Number(s))</b>	<b>Content of RFP requiring/ Clarification(s)</b>	<b>Points of Clarification(s)/Clarification Sought</b>	<b>Response</b>
1	Section 1.5.4 (Page No.23)	The Bidders will have to ensure that their queries on ris.sm@mailmmrda.maharashtra.gov.in on or before 26.07.2024 mentioned in the "Key Events" in the section 1.2 above.	As per Section 1.2 KEY EVENTS (Page 14), pre-bid queries need to be sent before 29.07.2024, 17:01 hrs. However, on Page 23, Section 1.5.4 Clarifications, it states that queries should be sent on or before 26.07.2024.	The Bidders will have to ensure that their queries on ris.sm@mailmmrda.maharashtra.gov.in on or before 29.07.2024 17:01 hrs
2			Could you send me the full tender document for the attached one.	The Bidders should download the RFP available on Mahatender portal. Bid Submission and any other guidelines Bidders are requested to follow instructions and manual given in the following link: <a href="https://mahatenders.gov.in/nicgep/app">https://mahatenders.gov.in/nicgep/app</a> .

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3	1.8.3.2 Integration (Page No.50)	1. The integrated solution design should include integration framework for integration of both internal and external applications and services 2. The Integration framework should be API based. 3. MMRDA is in process to implement various IT solutions, successful bidder should cooperate during the implementation for integration work. No additional cost will be paid.	What technologies are the source and targets currently running on? Any ball park count of the source and targets that needs to be integrated? The integration is supposed to be synchronized / asynchronous Are there any specific compatible standards or protocols that needs to be considered from security perspective while integration and implementation?	MMRDA is process to implement various applications the technology will shared with the successful bidder.
4	1.8.3.4 Security (Page No.50)	Selected Bidder shall provide and implement strategy to maintain data security at application level. The architecture must adopt an end-to-end security model that protects data and the infrastructure from malicious attacks, theft, natural disasters etc. Attacks and theft should be controlled and well supported (and implemented) with the security policy. The virus and worm attacks should be well	Is there a need to manage and maintain the audit logs centrally? What all the regulatory compliance that are to be catered to by the solution?	As per the RFP.

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		<p>defended with gateway level Anti-virus system, along with workstation level Anti-virus mechanism. There should also be an endeavour to make use of the SSL/VPN technologies to have secured communication between Applications and its end users.</p> <p>RFP for Selection of System Integrator (SI) for Design, Development, and Implementation of Regional Information System for Mumbai Metropolitan Region and Urban Observatory at MMRDA</p> <p>RFP CA NO. 02/MMRDA/IT CELL/SM/2024-25 Page 51 of 212</p> <p>Furthermore, all the system logs should be properly stored &amp; archived for future analysis and forensics whenever desired.</p> <p>Selected Bidder shall provide and implement strategies of encryption and security for external transaction with partner network and systems. The authority would carry out the security audit of the</p>		

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		<p>entire system upon handover and at regular interval during O&amp;M period. Appropriate insurance cover must be provided to all the equipment supplied under this project. The systems implemented for project should be highly secure, considering that it is intended to handle sensitive data relating to the city and residents of the city. The overarching security considerations are described below:</p> <ul style="list-style-type: none"> <li>• The security services used to protect the solution shall include: Identification, Authentication, Access Control, Administration and Audit and support for industry standard protocols.</li> <li>• The solution shall support advanced user authentication mechanisms including digital certificates and biometric authentication.</li> <li>• Security design should provide for a well-designed identity management system, security of physical and</li> </ul>		

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		digital assets, data and network security, backup and recovery and disaster recovery system. • The solution should provide for maintaining an audit trail of all the transactions and should also ensure the non-repudiation of audit trail without impacting the overall performance of the system. • The overarching requirement is the need to comply with ISO 27001 standards of security.		
5	1.8.3.8 Scalability (Page No.51)	Important technical components of the architecture must support scalability to provide continuous growth to meet the growing demand of the MMR. The system should also support vertical and horizontal scalability so that depending on changing requirements from time to time, the system may be scaled upwards. Main technology components requiring scalability are storage, bandwidth and computing performance (IT Infrastructure).	Should the 200% growth in the next five years be considered for the end to end stack? Will it be a gradual growth or there are unusual trends expected? What about the considerations for other environments (i.e. Development, Testing, etc.)	Bidder should make a provision as per the requirement which will be maximum 200%.

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		The architecture should be scalable (cater to increasing load of internal and external users and their transactions) and capable of delivering high performance till the system is operational. The Applications proposed for various vertical solutions shall be capable of handling 200% growth for the next 5 years. SI shall clearly quantify RFP for Selection of System Integrator (SI) for Design, Development, and Implementation of Regional Information System for Mumbai Metropolitan Region and Urban Observatory at MMRDA RFP CA NO. 02/MMRDA/IT CELL/SM/2024-25 Page 52 of 212 the expansion capabilities of the application software without incurring additional cost.		
6	1.8.4.8 Data Integration Services (Page No.54)	The solution should be designed to cater its integration needs of sharing the data and business processes among any connected application or any other data	Will the requirement of synchronous and asynchronous be application dependent? What applications are supposed to be in synchronous mode?	As per the RFP.

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		source. It is envisaged that various systems need to be linked together may reside on different operating system, use different database solution or may be legacy systems. These integrations are expected to be done through Web Services, File Based or Native API based on Batch Mode or Need basis (synchronous or asynchronous).	Are there complex transformation involved? Is there a staging environment being considered? Percentage of data in structured and unstructured format that is expected? Are there any specific compatible standards or protocols that needs to be considered from security perspective while integration and implementation?	
7	1.8.4.12 Cloud / Hybrid Cloud Hosting (Page No.55)	1. The bidder or respective MOU partner /business associate of bidder /JV partner/Consortium Partner should own a MEITY empanelled Tier-3 or above Government Data Center/Cloud setup with both DC/DR facilities and own SoC services. 2. The Primary and DR Data Centre (Cloud) shall be physically located at different locations in India 3. The Department retains ownership of loaded business solutions / bespoke software	Does the requirement considers the DR to be hosted on cloud and the primary to be on-premise? What about other environments (i.e. Development, Testing, etc.) where are they to be hosted? Is HA and DR being considered for lower environment as well?	As per the RFP.

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		<p>installed on the VMs</p> <p>4. Support a secure administration interface - such as SSL/TLS or SSH - for the purchasing organization's designated personnel to remotely administer their virtual instance</p> <p>5. The Selected Bidder should provide tools and mechanism to the Department or its appointed agency for defining their backup requirements &amp; policy.</p> <p>6. The Selected Bidder should provide tools and mechanism to the Department or its appointed agency for configuring, scheduling, performing and managing back-ups and restore activities (when required) of all the data including but not limited to files, folders, images, system state, databases and enterprise</p> <p>RFP for Selection of System Integrator (SI) for Design, Development, and Implementation of Regional Information System for</p>		



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		<p>Mumbai Metropolitan Region and Urban Observatory at MMRDA RFP CA NO. 02/MMRDA/IT CELL/SM/2024-25 Page 56 of 212 applications in an encrypted manner as per the defined policy.</p> <p>7. Design and document an efficient disaster recovery solution in line with the RFP requirements &amp; ensuring best practices on disaster recovery as per RTO = 90 mins and RPO= 90 mins</p> <p>8. The Primary and DR Data Centre (Cloud) shall be physically located at different seismic zones in India.</p> <p>9. Cloud should support 500 concurrent users</p> <p>10.The bidder is requested to propose the required sizing considering the additional 50% growth of the database. No separate charges to be paid for the additional cloud hosting.</p> <p>11.MMRDA may go for consolidated cloud hosting for all</p>		

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		the RFPs floated by the MMRDA in future. In the event, this said application and database will be migrated to MMRDA defined cloud. The selected bidder must cooperate fully to ensure the successful migration of data in future, without any additional cost.		
8	1.9.5 GIS Database Development (Page No.73)	The Data Model for storing the spatial & non-Spatial shall be created by the SI/ Bidder with the help of a detailed round of discussion with each concerned MMRDA department officials. The bidder shall use proper tools to create the data model. The final data model shall be approved by MMRDA and before proceeding further the data model needs to be finalized. Once the data model is finalized, the Bidder/ SI shall give the details of the data model diagram (ER Diagram) to MMRDA for future references or for any modifications in future. The data model shall be created in such a	Is high availability being considered for any other environments apart from production? Are there any specific compatible standards or protocols that needs to be considered from security perspective while implementation?	As per the RFP.

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		<p>way that all the layers that are already available with MMRDA are considered while finalizing the data model. The data model may include the few layers that may not have any data. However, provision of the same shall be kept in the enterprise GIS database. The bidder shall take care of the changes in the Data Model as per the requirements from MMRDA users and shall maintain the changes history for the entire period. Design the database schema and establish appropriate relationships between different data layers. Consider the scalability and performance of the database, as it will store large volumes of data. This finalized data model shall be used as template by each agency from where the data shall be integrated. Collect the data and facilitate the data pipeline through a standardized data model for</p>		

**MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY**  
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		continuous retrieval of spatial and non-spatial data from different government and non-government entities.		
9	1.4.4 Project Flowchart (Page No.19)	The Applicant shall provide 5 year support to MMRDA for updating and smooth operation of portal.	As per section 1.9.10 page 79, O&M period is 1 year extendable by 2 years	1 year Go Live+1 year Support
10	1.7.16 Indemnity (Page No.48)	Bidder shall indemnify, protect and save MMRDA against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the Consultancy work done by it.	Suggest to follow MeitY guideline for detail Indemnity clause	As per the RFP.
11	Limitation of Liability	Clause is missing	The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this	Please refer the Annexure I of Corrigendum I

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			<p>Agreement.</p> <p>- In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims (other than those set-forth in Clause 15.1) even if it has been advised of their possible existence.</p>	
12	1.11.5 & 1.11.6 SLA for software (Page No.91)	<p>1.11.5 SLA for Software Support Any patch released by the OEM needs to be applied to the corresponding product within 30 working days. If in case the patch interferes with any of the customised deployment the same need to be informed to MMRDA and with the approval of MMRDA the patch need not be applied. Any delay in applying the patch will attract a penalty of Rs. 500/- per day.</p> <p>Any software bug identified by</p>	Penalty for O&M phase need to be capped to 10% of Quarterly Gross Revenue (QGR)	As per the RFP.

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		<p>department will be classified in types:</p> <p>§ Critical: Having bearing on the day - to -day functioning of the respective system/availability of application (full functionality or part functionally) for the Department and end users</p> <p>§ Non-critical: Not- having bearing on the day-to-day functioning of the respective system</p> <p>Few modules have high impact and are critical for the department</p> <p>- In such critical situations the department would require the module to be up and running without any problem. The department at the time of requirement gathering will communicate the peak period of all the modules and applications.</p> <p>In case of dispute between Department and the Agency with respect to classification of bugs As Critical or Non-Critical, agency and</p>		

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		<p>the department shall mutually decide on the resolution of the same. Resolution time &amp; the penalty component for the bug fixing is given below (applicable on 24/7 basis):</p> <p>Sr No Parameter Resolution time Penalty Amount</p> <p>1 Critical 24 hours Rs. 500/- per hour beyond 24 hours, and Rs. 1000/- per hour beyond 72 hours.</p> <p>2 Non- critical 5 working days Rs. 500/- per day beyond 5 days, and Rs. 1000/- per day beyond 7 days</p> <p>1.11.6 SLA for the O&amp;M</p> <p>Sr No Parameter Service Level Penalty Amount</p> <p>1 Uptime &gt;99% For an uptime below 99%, 1% of the opex for respective month will be imposed as penalty for every additional percentage of downtime.</p> <p>2 Staff Attendance No unplanned absenteeism In case of any unplanned absenteeism, the</p>		

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		<p>penalty imposed will be twice the daily rates for number of days absenteeism</p> <p>3 Staff Attendance More than one leave per month In case of more than one leave, the penalty imposed will be twice the daily rates for number of days absenteeism</p> <p>Planned Downtime is not considered for penalty calculation. The Vendor will have to take at least 2 days prior permission from the Department for the planned downtime.</p>		
13	1.5.5.15 Arbitration (Page No.28)	The MC, MMRDA shall serve as the ultimate authority in all instances of arbitration arising within the scope of the contract. In matters pertaining to dispute resolution, Bidder acknowledges and agrees that the decisions, determinations, and resolutions rendered by MC, MMRDA shall be considered final and binding.	Suggest to follow MeitY model RFP guideline "2.14 Dispute Resolution / Arbitration process"	As per the RFP.



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14	1.6.1 S. No 6 Criteria for Evaluation (Page No.34)	Bidder shall own a MEITY empanelled Tier-3 (or above) Government/PSU Data Center/Cloud setup, operated and managed by own team	SI do not own MEITY empanelled DC/Cloud. Suggest to remove this from PQ criteria and allow Cloud Services need to be subcontracted to CSP.	As per the RFP.
15	1.7.11 Financial Negotiations (Page No.47)	The negotiations include the clarification of the successful bidder's tax liability in the Client's country and how it should be reflected in the Contract. Staff month rate negotiations shall not take place, except when the offered Key Professionals and support professionals' remuneration rates are much higher than the typically charged rates by other consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates.	The negotiations include the clarification of the successful bidder's tax liability in the Client's country and how it should be reflected in the Contract. <del>Staff month rate negotiations shall not take place, except when the offered Key Professionals and support professionals' remuneration rates are much higher than the typically charged rates by other consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates.</del>	As per the RFP.
16	Form 10: Curriculum Vitae (CV) of Key Personnel	Name of the person	SI could share sample CV without name of resource. SI shall deploy similar or better resource at the time of execution of the project. Usually RFP process takes longer time	As per the RFP.

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	(Page No.110)		and it will be challenge to keep the resource on the bench till the start of the project	
17	Form 19: Certificate for Annual Turnover (Page No.131)	To be submitted duly signed by Statutory Auditor of the Bidder on its letter head; to be provided for all members of the Consortium, as applicable)	To be submitted duly signed by Statutory Auditor <del>Chartered Accountant</del> (CA) of the Bidder on its letter head; to be provided for all members of the Consortium, as applicable)	To be submitted duly signed by Statutory Auditor/ Chartered Accountant (CA) of the Bidder on its letter head; to be provided for all members of the Consortium, as applicable)
18	Form 20: Certificate for Net Worth (Page No.132)	To be submitted duly signed by Statutory Auditor of the Bidder on its letter head; to be provided for all members of the Consortium, as applicable)	To be submitted duly signed by Statutory Auditor <del>Chartered Accountant</del> (CA) of the Bidder on its letter head; to be provided for all members of the Consortium, as applicable)	To be submitted duly signed by Statutory Auditor/ Chartered Accountant (CA) of the Bidder on its letter head; to be provided for all members of the Consortium, as applicable)
19	Definitions 39. page 7	Includes- • Design, Development/Customization implementation of an IT Application/Web Application Project • Web Development/	This clause is potentially reducing the pool of competent bidders and limiting the Authority's options for selecting the best solution. Hence, we kindly request authority to amend the criteria	As per the RFP.

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		Software Development/ Mobile App Development • Information System Deployment with BI Analytics. • Network Configuration • Software Implementation • Hardware Installation • Database Management • Data Center Operations, DC/DR supply and/or maintenance • Communication Infrastructure • City Surveillance • 3D City Mapping / Urban Mapping /Property Mapping • ICT Based Utility Management • Command & Control Center Implementation OR any other relevant application in India as decided by MMRDA	as below:  SIMILAR PROJECTS <b>(any 3)</b> : Includes- • Design, Development/Customization implementation of an IT Application/Web Application Project • Web Development/ Software Development/ Mobile App Development • Information System Deployment with BI Analytics. • Network Configuration • Software Implementation • Hardware Installation • Database Management • Data Center Operations, DC/DR supply and/or maintenance • Communication Infrastructure • City Surveillance • 3D City Mapping / Urban Mapping /Property Mapping • ICT Based Utility Management • Command & Control Center Implementation OR	

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			any other relevant application in India as decided by MMRDA	
20	1.6.1 Pre-qualification (PQ) criteria - Envelope 'A' clause 2 Page no. 30	Average annual turnover of bidder should be at least 500 Crore INR during last 3 Financial Years (FY2023-24, FY2022-23, FY2021-22) from ICT & IT product/services. Note: "ICT/ IT Services" includes design, development/customization and implementation of an IT application/web application project including web development/ software development/ mobile app development/ network configuration/ software implementation/ hardware installation/ database management and IT emergency recovery/ data centre operations any other relevant application in India as decided by MMRDA	<p>According to CVC tender guidelines for Pre-Qualification, the Turnover should be asked as 30% of the estimated cost of project. Hence, we request authority to amend the criteria as follows</p> <p>Average annual turnover of bidder should be at least <del>500</del> <b>50</b> Crore INR during last 3 Financial Years (FY2023-24, FY2022-23, FY2021-22) from ICT &amp; IT product/services. Note: "ICT/ IT Services" includes design, development/customization and implementation of an IT application/web application project including web development/ software development/ mobile app development/ network configuration/ software implementation/ hardware installation/ database management and IT emergency recovery/ data centre operations any other relevant application in India as decided by MMRDA</p>	As per the RFP.

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21	1.6.1 Pre-qualification (PQ) criteria - Envelope 'A' clause 4 Page no. 31	Bidder must have successfully implemented a large-scale project in the last 7 years from the date of NIT for ULB/ State / Central Government/ regulatory bodies/ PSUs of the State / Central Government clients: One project of "similar" nature with a project value of Rs. 80 Crores OR at least 2 (Two) projects with "similar" nature with a project value of Rs. 60 Crores OR at least 3 (Three) projects with "similar" nature with a project value of Rs. 40 Crores "Similar" projects include- • Design, Development/Customization of IT Application/Web Application Project • Web Development/ Software Development/ Mobile App Development • Information System Deployment with BI Analytics. • Network Configuration • Software Implementation • Hardware Installation • Database Management • Data Center	This clause is restricting participation as there would be limited organization having experience of all the components listed. Hence, we request authority to amend the criteria as below:  Bidder must have successfully implemented a large-scale project ( <b>with any 3 components</b> ) in the last 7 years from the date of NIT for ULB/ State / Central Government/ regulatory bodies/ PSUs of the State / Central Government clients: One project of "similar" nature with a project value of Rs. <del>80</del> <b>60</b> Crores OR at least 2 (Two) projects with "similar" nature with a project value of Rs. <del>60</del> <b>40</b> Crores OR at least 3 (Three) projects with "similar" nature with a project value of Rs. <del>40</del> <b>20</b> Crores "Similar" projects include-	As per the RFP.

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		Operations, DC/DR supply and/or maintenance • Communication Infrastructure • City Surveillance • 3D City Mapping / Urban Mapping /Property Mapping • ICT Based Utility Management • Command & Control Center Implementation OR any other relevant application in India as decided by MMRDA	<ul style="list-style-type: none"> <li>• Design, Development/Customization of IT Application/Web Application Project</li> <li>• Web Development/ Software Development/ Mobile App Development</li> <li>• Information System Deployment with BI Analytics.</li> <li>• Network Configuration</li> <li>• Software Implementation</li> <li>• Hardware Installation</li> <li>• Database Management</li> <li>• Data Center Operations, DC/DR supply and/or maintenance</li> <li>• Communication Infrastructure</li> <li>• City Surveillance</li> <li>• 3D City Mapping / Urban Mapping /Property Mapping</li> <li>• ICT Based Utility Management</li> <li>• Command &amp; Control Center Implementation OR any other relevant application in India as decided by MMRDA</li> </ul>	
22	1.6.1 Pre-qualification (PQ) criteria -	Bidder should have been engaged in at least one project (of value not less than INR 5 Crores in last 7	to increase competition and maximize the participation, we request authority to amend the criteria as follows:	As per the RFP.

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	Envelope 'A' clause 4 Page no. 33	years) involving Design, Supply of hardware & software, Development and Deployment of an Information System comprising a Portal integrating data/metadata from multiple government agencies (minimum five) such as Central & State Government agencies, to facilitate dissemination of information from a single platform (similar to scope mentioned as part of the envisaged RIS application)	Bidder should have been engaged in at least one project (of value not less than INR 5 Crores in last 7 years) involving Design, / Supply of hardware & software, / Development and Deployment of an Information System <b>OR MIS</b> comprising <del>a Portal integrating integration data/metadata from multiple government agencies</del> (minimum five) <del>such as in any</del> Central & State Government agencies, <del>to facilitate dissemination of information from a single platform (similar to scope mentioned as part of the envisaged RIS application)</del>	
23	1.6.1 Pre-qualification (PQ) criteria - Envelope 'A' clause 5 Page no. 33 & 34	The bidder possesses the below certification: • ISO 20000 • ISO 9001 • ISO/IEC 27001 • CMMI Level 5	This clause is restricting participation to CMMI Level 5 companies only. Hence, we request authority to kindly amend the criteria as below: The bidder possesses the below certification: • ISO 20000 • ISO 9001 • ISO/IEC 27001 • CMMI Level <u>3/5</u>	As per the RFP.

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24	1.6.1 Pre-qualification (PQ) criteria - Envelope 'A' clause 6 Page no. 34	Bidder shall own a MEITY empanelled Tier-3 (or above) Government/PSU Data Center/Cloud setup, operated and managed by own team.	<p>this clause is restricting the participation as only CSP's own such data centre.Hence, requesting department to amend the clause as below:</p> <p><del>Bidder shall own a MEITY empanelled Tier-3 (or above) Government/PSU Data Center/Cloud setup, operated and managed by own team.</del> <del>A proof or A Self Certified letter.</del></p> <p><b><u>The Bidder should be an authorized partner of a MEITY empaneled CSP. Authorization from the respective CSP for Bid submission against this BID.</u></b></p>	As per the RFP.
25	1.6.2 Technical Qualification (TQ) Criteria- - Envelope 'B' clause 1 Page no. 35	Annual average turnover of from ICT/ IT Services in last three financial years (FY2023-24, FY2022-23, FY2021-22) >=1000 - 1500 Cr. = 10 >=750 Cr. &<1000 Cr. = 7 >=500 Cr. &<750 Cr. = 3 Less than 500 Cr. = 0	<p>We request authority to relax the criteria for maximum participation</p> <p>Annual average turnover of from ICT/ IT Services in last three financial years (FY2023-24, FY2022-23, FY2021-22)</p> <p><del>&gt;=1000</del> <b>100</b> - <del>1500</del> <b>150</b> Cr. = 10  <del>&gt;=750</del> <b>75</b> Cr. &amp;&lt;<del>1000</del> <b>100</b> Cr. = 7</p>	As per the RFP.



Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
			>= <del>500</del> <b>50</b> Cr. & < <del>750</del> <b>75</b> Cr. = 3 Less than <del>500</del> <b>50</b> Cr. = 0	
26	1.6.2 Technical Qualification (TQ) Criteria- Envelope 'B' clause 2 Page no. 35 & 36	Company Quality Certifications. The Bidder/ consortium partner shall have the following latest certifications, <ul style="list-style-type: none"> <li>▪ ISO: 9001: 2015,</li> <li>▪ ISO/IEC 27001:2013,</li> <li>▪ ISO/IEC 20000-1:2011,</li> <li>▪ CMMI Level-5</li> </ul>	This clause is restricting participation to CMMI Level 5 companies only. Hence, we request authority to kindly amend the criteria as below: Company Quality Certifications. The Bidder/ consortium partner shall have the following latest certifications, <ul style="list-style-type: none"> <li>• ISO 20000</li> <li>• ISO 9001</li> <li>• ISO/IEC 27001</li> <li>• CMMI Level <b>3/5</b></li> </ul>	As per the RFP.
27	1.6.2 Technical Qualification (TQ) Criteria- Envelope 'B' clause 3 Page no. 36	Bidder must have successfully implemented a large-scale project in the last 7 years from the date of NIT for ULB/ State / Central Government/ regulatory bodies/ PSUs of the State / Central Government clients: Project of "similar" nature with a project value of more than or equal to INR 40 Crores Project Value Mark >=200 Cr. = 15 >=150 Cr.&<200 Cr. = 12	Bidder must have successfully implemented a large-scale project in the last 7 years from the date of NIT for ULB/ State / Central Government/ regulatory bodies/ PSUs of the State / Central Government clients: Project of "similar" nature with a project value of more than or equal to INR 40 Crores Project Value Mark >= <del>200</del> <b>80</b> Cr. = 15 >= <del>150</del> <b>70</b> Cr.&< <del>200</del> <b>80</b> Cr. = 12 >= <del>80</del> <b>60</b> Cr. & < <del>150</del> <b>70</b> Cr. = 9	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
		>=80 Cr. & <150 Cr. = 9 >=60 Cr. & <80 Cr. = 6 >=40 Cr. & <60 Cr. = 3	>= <del>60</del> <b>50</b> Cr. & < <del>80</del> <b>60</b> Cr. = 6 >=40 Cr. & < <del>60</del> <b>50</b> Cr. = 3	
28	1.6.2 Technical Qualification (TQ) Criteria- Envelope 'B' clause 5 Page no. 37	Bidder should have been engaged in at least one project (of value not less than INR 5 Crores in last 7 years) involving Design, Supply of hardware & software, Development and Deployment of an Information System comprising a Portal integrating data/metadata from multiple government agencies (minimum five) Such as Central & State Government agencies, to facilitate dissemination of information from a single platform (similar to scope mentioned as part of the envisaged RIS application) Project Value Mark >=06Cr. = 15 >=05Cr. & >=06Cr. = 10 Less than 5 Cr. = 0	to increase competition and maximize the participation, we request authority to amend the criteria as follows: Bidder should have been engaged in at least one project (of value not less than INR 5 Crores in last 7 years) involving Design, / Supply of hardware & software, / Development and Deployment of an Information System <b>OR MIS</b> comprising <del>a Portal integrating integration</del> <b>data/metadata from multiple government agencies</b> (minimum five) <del>such as in any</del> <b>Central &amp; State Government agencies,</b> <del>to facilitate dissemination of information from a single platform (similar to scope mentioned as part of the envisaged RIS application)</del> Project Value Mark >=06Cr. = 15 >=05Cr. & >=06Cr. = 10 Less than 5 Cr. = 0	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
29	1.6.2 Technical Qualification (TQ) Criteria- Envelope 'B' Project Team Strength - 1 Page no. 38	<p>Team Leader/GIS Manager Master's in GIS/ Remote Sensing/ Geoinformatics or Equivalent = 1</p> <p>2. Experience Experience Marks</p> <p>&gt;25 YRS = 3</p> <p>21-25 YRS = 2</p> <p>15-20 YRS = 1</p> <p>3. Should have experience in public/private companies/ govt agencies on large scale GIS and SI projects worth Rs. 5 Cr. each</p> <p>Project Marks</p> <p>&gt;2 Projects = 1</p> <p>1-2 Projects = 0.5</p>	<p>The experience asked is too high against the said criteria and resource having experience of 20 years is competent enough to handle such large scale &amp; prestigious project. Hence, we request authority to amend the criteria as below:</p> <p>Team Leader/GIS Manager Master's in GIS/ Remote Sensing/ Geoinformatics or Equivalent = 1</p> <p>2. Experience Experience Marks</p> <p><del>&gt;25</del> <b>&gt;20</b> YRS = 3</p> <p><del>21-25</del> <b>&gt;16-&lt;19</b> YRS = 2</p> <p><del>15-20</del> <b>&gt;15</b> YRS = 1</p> <p>3. Should have experience in public/private companies/ govt agencies on large scale GIS and SI projects worth Rs. 5 Cr. each</p> <p>Project Marks</p> <p>&gt;2 Projects = 1</p> <p>1-2 Projects = 0.5</p>	As per the RFP.
30	1.6.2 Technical Qualification	<p>GIS QA Lead</p> <p>1. Educational Qualification: Degree Mark</p>	BE limiting only to Computer Science is restricting the participation. We request authority to add IT as option to	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
	(TQ) Criteria- - Envelope 'B' Project Team Strength - 4 Page no. 39	BE in Computer Sc. /Masters = 1 2. Experience: Experience Mark >10 yrs = 2 5-10 yrs = 1 3. Should have experience in cloud projects, implementation and management of on large scale cloud projects worth Rs. 5 Cr.each. Project Marks >2 Projects = 1 1-2 Projects = 0.5	the qualification asked and amend the criteria as below: GIS QA Lead 1. Educational Qualification: Degree Mark BE in Computer Sc. <u>or IT</u> /Masters = 1 2. Experience: Experience Mark > <del>10</del> <u>6</u> yrs = 2 <del>5-10</del> <u>6</u> yrs = 1 3. Should have experience in cloud projects, implementation and management of on large scale cloud projects worth Rs. 5 Cr.each. Project Marks >2 Projects = 1 1-2 Projects = 0.5	
31	1.6.2 Technical Qualification (TQ) Criteria- - Envelope 'B' Project Team Strength - 5 Page no. 39	GIS DBA 1. Educational Qualification: Degree Marks Master's in C.Sc /Geoinformatics = 1 2. Experience: Experience Mark >10 yrs = 1 5-10 yrs = 0.5	Any GIS profile resource would not be specifically into Database administrator role. Hence, we request authority to amend the criteria as below: GIS DBA 1. Educational Qualification: Degree Marks Master's in C.Sc /Geoinformatics/ <u>equivalent</u> = 1	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
			2. Experience: > <del>10</del> <u>6</u> yrs = 2 5- <del>10</del> <u>6</u> yrs = 1	
32	1.6 Criteria for evaluation 1.6.1 Pre-qualification (PQ) criteria - Envelope 'A' Page no. 30 2. Bidder's turnover	Average annual turnover of bidder should be at least 500 Crore INR during last 3 Financial Years (FY2023-24, FY2022-23, FY2021-22) from ICT & IT product/services.	Requesting to change the clause to -  Average annual turnover of bidder should be <b>at least 100 Crores</b> INR during last 3 Financial Years (FY2023-24, FY2022-23, FY2021-22) from IT-ES & IT product/services.	As per the RFP.
33	1.6 Criteria for evaluation 1.6.1 Pre-qualification (PQ) criteria - Envelope 'A' Page no. 31 4 Technical Capability a	Bidder must have successfully implemented a large-scale project in the last 7 years from the date of NIT for ULB/ State / Central Government/ regulatory bodies/ PSUs of the State / Central Government clients: One project of "similar" nature with a project value of Rs. 80 Crores	Requesting to change the clause to -  Bidder must have successfully implemented a large-scale project in the last 7 years from the date of NIT for ULB/ State / Central Government/ regulatory bodies/ PSUs of the State / Central Government clients: One project of "similar" nature with a project value of <b>Rs. 15 Crores</b>	As per the RFP.
34	1.6 Criteria for evaluation 1.6.1 Pre-qualification	b. The Sole Bidder or the Consortium should have experience in executing at	Kindly allow software development experience here.	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
	(PQ) criteria - Envelope 'A' Page no. 32 4 Technical Capability b	least 2 nos. of ICT projects which includes any of the following areas during last 10 years as on bid submission date: Value of each project should be minimum of Rs. 5 Crore 1. GIS-based development of the Geo Portal 2. Smart Transport 3. ICT based solid waste management 4. Smart utilities solutions 5. Smart parking/smart lighting 6. Surveillance 7. Emergency Response system 8. Smart Cities IT Implementation		
35	1.6 Criteria for evaluation 1.6.1 Pre-qualification (PQ) criteria - Envelope 'A' Page no. 33 4 Technical Capability c	Bidder should have been engaged in at least one project (of value not less than INR 5 Crores in last 7 years) involving Design, Supply of hardware & software, Development and Deployment of an Information System comprising a Portal integrating data/metadata from multiple government agencies (minimum five) such as	Requesting to remove the minimum five criteria	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
		Central & State Government agencies, to facilitate dissemination of information from a single platform (similar to scope mentioned as part of the envisaged RIS application)		
36	1.6 Criteria for evaluation 1.6.1 Pre-qualification (PQ) criteria - Envelope 'A' Page no. 34 5 Certifications	The bidder possesses the below certification:  <ul style="list-style-type: none"> <li>• ISO 20000</li> <li>• ISO 9001</li> <li>• ISO/IEC 27001</li> <li>• CMMI Level 5</li> </ul>	Requesting to change the clause to -  The bidder possesses the below certification:  <ul style="list-style-type: none"> <li>• ISO 20000</li> <li>• ISO 9001</li> <li>• <b>ISO/IEC 27001:2013</b></li> <li>• <b>CMMI Level 3</b></li> </ul>	As per the RFP.
37	Cloud Infrastructure Page 34 of 212	Bidder shall own a MEITY empanelled Tier-3 (or above) Government/PSU Data Center/Cloud setup, operated and managed by own team.	SI/ Solution Provider / Bidder would not be having a MEITY empanelled data center. Also HyperScalers may not be able to enter into a JV / Consortium with the bidder. Hence request you to consider change the clause as below.  Bidder shall provide cloud services from a MEITY empanelled Tier-3 (or above) CSP.	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
38	1.8.4.12Cloud / Hybrid Cloud Hosting Page 55 of 212	The bidder or respective MOU partner /business associate of bidder /JV partner/Consortium Partner should own a MEITY empanelled Tier-3 or above Government Data Center/Cloud setup with both DC/DR facilities and own SoC services.	SI/ Solution Provider / Bidder would not be having a MEITY empanelled data center. Also HyperScalers may not be able to enter into a JV / Consortium with the bidder. Hence request you to consider change the clause as below.  The bidder or respective MOU partner /business associate of bidder /JV partner/Consortium Partner should Bidder shall provide cloud services from a MEITY empanelled Tier-3 (or above) CSP.	As per the RFP.
39	Cloud Infrastructure Page 109 of 212	Bidder shall own a MEITY empanelled Tier-3 (or above) Government/PSU Data Center/Cloud setup, operated and managed by own team.	SI/ Solution Provider / Bidder would not be having a MEITY empanelled data center. Also HyperScalers may not be able to enter into a JV / Consortium with the bidder. Hence request you to consider change the clause as below.  Bidder shall provide cloud services from a MEITY empanelled Tier-3 (or above) CSP.	As per the RFP.
40	D. Enterprise GIS (2D/3D) Software for	257. Software should support Cloud Environments like Amazon	Request to change the clause to:  257. Software should support Cloud	As per the RFP.



**MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY**  
**Corrigendum-1 (Response to Prebid Queries of RFP CA NO. 02/MMRDA/IT CELL/SM/2024-25)**

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
	Web with failover Page 184 of 212	Web Services (AWS) or Microsoft Azure Page 184 of 212	Environments like Amazon Web Services (AWS) or Microsoft Azure or Google Cloud Platform Page 184 of 212	
41	D. Enterprise GIS (2D/3D) Software for Web with failover Page 187 of 212	297. Server Software should support Raster File Share like - AWS S3, Microsoft Azure Storage, Local File Shares	297. Server Software should support Raster File Share like - AWS S3, Microsoft Azure Storage, Google Cloud Storage, Local File Shares	As per the RFP.
42	D. Enterprise GIS (2D/3D) Software for Web with failover Page 184 of 212	258. Software should support deployment on-premises on physical hardware, in a private cloud using VMware or other virtualization technologies, or in the cloud using an Infrastructure as a Service provider (IaaS) such as e.g. Amazon Web Services, Microsoft Azure, IBM SoftLayer, etc	258. Software should support deployment on-premises on physical hardware, in a private cloud using VMware or other virtualization technologies, or in the cloud using an Infrastructure as a Service provider (IaaS) such as e.g. Amazon Web Services, Microsoft Azure, or Google Cloud Platform, IBM SoftLayer, etc	As per the RFP.
43	Project Flowchart (1.4.4 Page 19)	O&M period is mentioned as 5 Years	As per section 1.9.10 page 79, O&M period is 1 year extendable by 2 years	As per RFP

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
44	Indemnity (1.7.16 Page 48)		Suggest to follow MeitY guideline for detail Indemnity clause	As per the RFP.
45	SLA for software (1.11.5 & 1.11.6 Page 91 & 91)	<p>1.11.5 SLA for Software Support Any patch released by the OEM needs to be applied to the corresponding product within 30 working days. If in case the patch interferes with any of the customised deployment the same need to be informed to MMRDA and with the approval of MMRDA the patch need not be applied. Any delay in applying the patch will attract a penalty of Rs. 500/- per day.</p> <p>Any software bug identified by department will be classified in types: § Critical: Having bearing on the day - to -day functioning of the respective system/availability of application (full functionality or part functionally) for the Department and end users</p>	Penalty for O&M phase need to be capped to 10% of Quarterly Gross Revenue (QGR)	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
		<p>§ Non-critical: Not- having bearing on the day-to-day functioning of the respective system  Few modules have high impact and are critical for the department  - In such critical situations the department would require the module to be up and running without any problem. The department at the time of requirement gathering will communicate the peak period of all the modules and applications.</p> <p>In case of dispute between Department and the Agency with respect to classification of bugs As Critical or Non-Critical, agency and the department shall mutually decide on the resolution of the same. Resolution time &amp; the penalty component for the bug fixing is given below (applicable on 24/7 basis):</p>		
46	Criteria for Evaluation	Bidder shall own a MEITY empanelled Tier-3 (or above)	SI do not own MEITY empanelled DC/Cloud.	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
	(1.6.1 S. No 6 Page 34)	Government/PSU Data Center/Cloud setup, operated and managed by own team.	Suggest to remove this from PQ criteria and allow Cloud Services need to be subcontracted to CSP.	
47	Definitions, Page 4	Definitions 16) AGREEMENT/ CONTRACT Means a legally binding written agreement signed between the Client and the IA and includes all the attached documents listed (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).	<b>The bidder requests the following clarifications:</b> In the entire RFP, there is no section with details on the General Conditions of Contract (GCC) and the Special Conditions of Contract (SCC). There is no draft Legal document given as well. Please provide basis which only, the bidder can decide on participation as this is a no deviations bid. .	As per the RFP.
48	1.1 RFP SUMMARY, Page 13	Performance Bank Guarantee	<b>The bidder requests the following modification:</b> Please accept PBG of 3% of the contract value.	As per the RFP.
49	1.4.4, Page 19	Project Flowchart O&M - The applicant shall provide 5 years support to MMRDA for updating and smooth operation of the portal.	<b>The bidder requests the following modifications:</b> The applicant shall provide 1 years support to MMRDA <b>post Go-Live</b> for updating and smooth operation of the portal. <b>This is extendable for further 2-years on yearly basis on mutual agreement between the department and the selected bidder.</b>	As per RFP

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
50	1.5.5.8 Deviations, Page 26	1.5.5.8 Deviations  No Deviations Allowed.	<b>The bidder requests the following modifications:</b> No deviation certificate / clause should be applicable only for the technical features and commercial clauses. Legal deviations on MSA / Conditions of Contract should be allowed which may be negotiated between the Customer and the successful Bidder at the time of MSA/Contract signing. If there is no mutual agreement, then the bidder should be rejected and the EMD / PBG as submitted by the successful bidder should be returned. The Purchaser / Department can then negotiate with the 2nd best bidder. Hence bidder would request to kindly consider the deviations which can be discussed and mutually agreed upon.	As per the RFP.
51	1.5.5.11, Page 26	Proposal validity The offer submitted by the Bidders should be valid for a minimum period of 180 days from the date of submission of the Proposal.	<b>The bidder requests the following modification:</b> The offer submitted by the Bidders should be valid for a minimum period of 180 days from the <b>last</b> date of submission of the Proposal.	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
52	1.5.5.12, Page 27	Proposal evaluation Initial Proposal scrutiny will be held to confirm that Proposals do not suffer from the infirmities detailed below. Proposals will be treated as non-responsive if a Proposal is found to have been: <b>viii. Any deviation from RFP as decided by the competent Authority.</b>	Business to note and plan accordingly.	As per the RFP.
53	1.5.5.14, Page 28	1.5.5.14 Prices, Taxes, and Duties Bidder should consider all the prices, taxes and duties as of the date of RFP submission and if there are any changes in any of the price, taxes and duties after the award of contract, Bidder would inform MMRDA about the change and make a request for such change and MMRDA would consider such change if it tana mounts to hardship or force majeure to be decided by MMRDA.	<b>The bidder requests the following clarifications:</b> The bidder understands that the GST amount will be quoted as per the prevalent tax rates as on date of submission of bid. In the event any Statutory variation in the rate of GST or any new levy including CESS made applicable on direct transaction between Bidder and Buyer, taking place between the price bid submission date and the contract end period shall be to the Buyer's account. Buyer shall issue necessary amendment in the contract. Please confirm if the understanding is correct.	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
54	1.5.5.15, Page 28	Arbitration The MC, MMRDA shall serve as the ultimate authority in all instances of arbitration arising within the scope of the contract. In matters pertaining to dispute resolution, Bidder acknowledges and agrees that the decisions, determinations, and resolutions rendered by MC, MMRDA shall be considered final and binding	Please get this validated by Bidder Legal team. Ideally, this should not be acceptable.	As per the RFP.
55	1.6.1 Pre-qualification (PQ) criteria - Envelope 'A', Page 30	Bidder's turnover Average annual turnover of bidder should be at least 500 Crore INR during last 3 Financial Years (FY2023-24, FY2022-23, FY2021-22) <b>from ICT &amp; IT product/services</b>  Document Required - Certificate from the Chartered Accountant <b>clearly stating the average annual turnover from IT &amp; ICT product/services</b> during last 3 Financial Years (FY2023-24, FY2022-23, FY2021-22)	<b>The bidder requests the following modification / clarifications:</b> The bidder in its publicly published financial statements does not mention separate categories / demarcations to specify the average annual turnover from IT & ICT product/services and thus, cannot specify the absolute numbers of average annual turnover from IT & ICT product/services. So, please accept Certificate from the Chartered Accountant that shall mention the following: a) the Average Annual Turnover of the bidder in the last 3 FYs	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
			b) the " <b>Average annual turnover from IT &amp; ICT product/services is more than 500 Crores.</b> " Such a declaration meets the qualifying criteria as well. So, please accept the modification.	
56	1.6.1 Pre-qualification (PQ) criteria - Envelope 'A', Page 30	Bidder's turnover Average annual turnover of bidder should be at least 500 Crore INR during last 3 Financial Years (FY2023-24, FY2022-23, FY2021-22) <b>from ICT &amp; IT product/services</b>  Document Required - Certificate from the Chartered Accountant <b>clearly stating the average annual turnover from IT &amp; ICT product/services</b> during last 3 Financial Years (FY2023-24, FY2022-23, FY2021-22)	This is an important modification as we will not be able to get a Certificate from CA in specifying the absolute nos. of the average annual turnover from IT & ICT product/services. This is not even mentioned specifically in our financial statements also. So, please get the requested modification accepted by the customer.	As per the RFP.
57	1.6.1 Pre-qualification (PQ) criteria - Envelope 'A', Page 30	2 Bidder's turnover  Document Required - Certificate from the Chartered Accountant	<b>The bidder requests the following modifications:</b> Please accept certificate from Company Secretary also.	Please refer the Corrigendum I



Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
58	1.6.1 Pre-qualification (PQ) criteria - Envelope 'A', Page 30	3 Net worth of the bidder  Document Required - Certificate from the Chartered Accountant	<b>The bidder requests the following modifications:</b> Please accept certificate from Company Secretary also.	Please refer the Corrigendum I
59	1.6.1 Pre-qualification (PQ) criteria - Envelope 'A', Page 31	4 Technical Capability  Document Required - Work Order / Client Experience Certificate/ Go-live Certificate /Other Supporting documents to substantiate completion of at least <b>80% overall project cost</b> shall be submitted by the Bidder. Note: <b>Unpaid</b> pilot or Proof of Concept will not be acceptable.	<b>The bidder requests the following modifications:</b> The bidder should not be asked to provide certificates to substantiate completion of project as a percentage of <b>overall project cost</b> . Such details are confidential between the bidder and their client and protected by NDA between the parties. So, kindly modify the requirement of documents as below:  Document Required - Work Order / Client Experience Certificate/ Go-live Certificate /Other Supporting documents to substantiate completion of at least 80% overall project cost shall be submitted by the Bidder. Note: <del>Unpaid</del> Incomplete pilot or Proof of Concept will not be acceptable.	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
60	1.6.1 Pre-qualification (PQ) criteria - Envelope 'A', Page 31	4 Technical Capability  Document Required - Work Order / Client Experience Certificate/ Go-live Certificate /Other Supporting documents to substantiate completion of at least <b>80% overall project cost</b> shall be submitted by the Bidder. Note: Unpaid pilot or Proof of Concept will not be acceptable.	We cannot provide certificates to substantiate completion of at least 80% overall project cost. The Go Live certificate / Client certificate will not mention such details. So, how do we meet this criteria? Please ask the customer to suitably modify the requirement.	As per the RFP.
61	1.6.1 Pre-qualification (PQ) criteria - Envelope 'A', Page 34	6 Cloud Infrastructure  Bidder shall own a MEITY empanelled Tier-3 (or above) Government/PSU Data Center/Cloud setup, operated and managed by own team.	Do we meet this criteria? If not, we should ask for suitable modification to become eligible to bid.	As per the RFP.
62	1.6.2 Technical Qualification (TQ) Criteria- Envelope 'B, Page 35	1 Annual average turnover of from ICT/ IT Services in last three financial years (FY2023-24, FY2022-23, FY2021-22)  Supporting Documents - Certificate from the Chartered Accountant <b>clearly stating the</b>	<b>The bidder requests the following modification / clarifications:</b> The bidder in its publicly published financial statements does not mention separate categories / demarcations to specify the average annual turnover from IT & ICT product/services and thus, cannot specify the absolute	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
		<b>average annual turnover from ICT / IT Services</b> over three financial years.	numbers of average annual turnover from IT & ICT product/services. So, please accept Certificate from the Chartered Accountant that shall mention the following: a) the Average Annual Turnover of the bidder in the last 3 FYs b) the " <b>Average annual turnover from IT &amp; ICT product/services is more than 500 Crores.</b> " Such a declaration meets the qualifying criteria as well. So, please accept the modification.	
63	1.6.2 Technical Qualification (TQ) Criteria- - Envelope 'B, Page 35	1 Annual average turnover of from ICT/ IT Services in last three financial years (FY2023-24, FY2022-23, FY2021-22)  Supporting Documents - Certificate from the Chartered Accountant <b>clearly stating the average annual turnover from ICT / IT Services</b> over three financial years.	This is an important modification as we will not be able to get a Certificate from CA in specifying the absolute nos. of the average annual turnover from IT & ICT product/services. This is not even mentioned specifically in our financial statements also. So, please get the requested modification accepted by the customer.	As per the RFP.
64	1.6.2 Technical	COMPANY PROFILE Serial # 3, 4 & 5	<b>The bidder requests the following modifications:</b>	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
	Qualification (TQ) Criteria- - Envelope 'B, Page 35	Supporting Documents - Work Order / Client Experience Certificate/ Go-live Certificate /Other Supporting documents to <b>substantiate completion of at least 80% overall project cost</b> shall be submitted by the Bidder. <b>Note: Unpaid pilot or Proof of Concept will not be acceptable.</b>	The bidder should not be asked to provide certificates to substantiate completion of project as a percentage of <b>overall project cost</b> . Such details are confidential between the bidder and their client and protected by NDA between the parties. So, kindly modify the requirement of documents as below:  Document Required - Work Order / Client Experience Certificate/ Go-live Certificate /Other Supporting documents to substantiate completion of at least 80% overall project cost shall be submitted by the Bidder. Note: <del>Unpaid</del> Incomplete pilot or Proof of Concept will not be acceptable.	
65	1.6.2 Technical Qualification (TQ) Criteria- - Envelope 'B, Page 35	COMPANY PROFILE Serial # 3, 4 & 5  Supporting Documents - Work Order / Client Experience Certificate/ Go-live Certificate /Other Supporting documents to <b>substantiate completion of at</b>	We cannot provide certificates to substantiate completion of at least 80% overall project cost. The Go Live certificate / Client certificate will not mention such details. So, how do we meet this criteria? Please ask the customer to suitably modify the requirement.	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
		<b>least 80% overall project cost</b> shall be submitted by the Bidder. <b>Note: Unpaid pilot or Proof of Concept will not be acceptable.</b>		
66	1.6.5 Combined and Final Evaluation, Page 42	MMRDA reserves the right to confirm the preferred bidder as a successful bidder subject to negotiations/clarifications if any and approval of Competent Authority.	<b>The bidder requests the following modifications:</b> The bidder requests that there shall be no commercial negotiations with the preferred bidder as the selection has happened with due QCBS process. Please consider.	As per the RFP.
67	1.7.1, Page 43	Award Criteria ii. On award of the Letter of Award (LOA) and its acceptance by the Bidder within 15 days the Bidder shall be required to submit the Performance Bank Guarantee (PBG) as per RFP within 15 days of the letter of accepting the Offer and enter into an agreement with MMRDA for the successful completion of the Consultancy as per the Terms and Reference and pay the necessary fees, stamp duty, etc.	<b>The bidder requests the following modifications:</b> ii. On award of the Letter of Award (LOA) and its acceptance by the Bidder within 15 days, the Bidder shall be required to submit the Performance Bank Guarantee (PBG) as per RFP <b>typically within 25 days from the date of issue of a letter accepting the offer of assignment, or any extensions as mutually agreed</b> , and enter into an agreement with MMRDA for the successful completion of the Consultancy as per the Terms and	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
			Reference and pay the necessary fees, stamp duty, etc.	
68	1.7.1, Page 43	Award Criteria v. The Termination of the Contract shall be in accordance <b>with provisions of General Conditions of Contract</b>	<b>The bidder requests the following addition to the clauses:</b> <b>Termination and compensation on termination</b> 1) Either party may terminate this Agreement for cause if either party materially breaches this Agreement, provided that either party gives the other notice of such breach and it remains uncured after 60 days following notice or such other period as mutually agreed. 2) Either party may by written notice with a notice period of 90 days sent to the other, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the bidder is entitled to compensation against all the services rendered, material delivered,	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
			<p>advances paid and all such costs that have been incurred by the bidder to provide services as per the agreement.</p> <p>3) In the event that Purchaser terminates this agreement, compensation will be accorded to the bidder for the services rendered, advance paid and expenses incurred Upto the termination along with the cost for the additional period for which the purchaser has requested the bidder to continue the services.</p> <p>4) If any amount due and payable by Purchaser under the Agreement is more than 30 days overdue; and there is no dispute between Purchaser and the bidder in relation to that amount, the bidder may issue to Purchaser a notice that payment is overdue. If Purchaser fails to pay the bidder within 7 days after the date of such notice, the bidder may by a further notice to Purchaser terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made.</p>	

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
69	1.7.5, Page 45	Department Contract finalization and award The Department shall reserve the right to negotiate with the Bidder(s) whose Proposal has been ranked best value bid based on Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by Central Vigilance Commission (CVC). On this basis the draft contract agreement would be finalized for award & signing.	<b>The bidder requests the following modifications:</b> The bidder requests that there shall be no commercial negotiations with the preferred bidder as the selection has happened with due QCBS process. Please consider.	As per the RFP.
70	1.7.6, Page 45	Performance guarantee On receipt of a letter of intent from the Department, the successful Bidder shall at his own expense will furnish a bank guarantee, by way of performance security, equivalent to <b>5 per cent of the total contract value excluding taxes</b> , on or before the signing of the subsequent contract, <b>typically within 15 days from notification of award, unless specified to the contrary (Performance</b>	<b>The bidder requests the following modifications:</b> On receipt of a letter of intent from the Department, the successful Bidder shall at his own expense will furnish a bank guarantee, by way of performance security, equivalent to <b>3 per cent of the total contract value excluding taxes</b> , on or before the signing of the subsequent contract, <b>typically within 25 days from the date of issue of a letter accepting the offer of assignment.</b> In case the	As per the RFP.



Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
		<b>Guarantee).</b> In case the successful Bidder fails to submit the Performance Guarantee within the time stipulated, the Department may at its sole discretion cancel the letter of intent without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.	successful Bidder fails to submit the Performance Guarantee within the time stipulated, the Department may at its sole discretion cancel the letter of intent without giving any notice and encash the EMD furnished by the Bidder, <del>in addition to any other right available to it under this RFP.</del>	
71	1.7.6, Page 45	Performance guarantee On failure of the Agency to submit the Performance Bank Guarantee within the due date, penal interest will be charged as per prevailing prime lending rate of the Nationalized bank from time to time till the amount of Performance Bank Guarantee is furnished by the Agency (both days inclusive). If the Agency further fails to deposit the amount of Performance Bank Guarantee along with interest within Fifteen days after the expiry of the due date, the contract awarded to the Agency shall stand	The bidder requests the deletion of this clause. This is extremely harsh on the bidder as the reasons for delays may not necessarily be in the control of the bidder.	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
		terminated without issue of any further notice.		
72	1.7.6, Page 45	Refund of Performance Bank Guarantee: i) The amount furnished towards Performance Bank Guarantee may be discharged/ returned / refunded by MMRDA, <b>after 180 days of Completion of Contract Period, upon being satisfied</b> that there has been due performance of the obligations by the Agency under the contract, and after adjusting against all incurred expenditure by MMRDA for doing well the damages made by Agency (if any). However, no interest shall be payable on the Performance Bank Guarantee.	<b>The bidder requests the following modifications:</b> i) The amount furnished towards Performance Bank Guarantee may be discharged/ returned / refunded by MMRDA, <b>after 60 days of Completion of Contract Period or upon expiry of the validity of the PBG, whichever is later</b> , upon being <b>reasonably satisfied</b> that there has been due performance of the obligations by the Agency under the contract, and after adjusting against all incurred expenditure by MMRDA for doing well the damages made by Agency (if any). However, no interest shall be payable on the Performance Bank Guarantee.	As per the RFP.
73	1.7.8, Page 46	Failure to Agree with the Terms and Conditions of the RFP Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the	<b>The bidder requests the following modifications:</b> Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
		annulment of the award, in which event Department may award the contract to the next best value Bidder or call for new proposals from the interested Bidders. In such a case, the Department shall invoke the PBG of the most responsive Bidder	event Department may award the contract to the next best value Bidder or call for new proposals from the interested Bidders. <del>In such a case, the Department shall invoke the PBG of the most responsive Bidder</del>	
74	1.7.8, Page 46	Failure to Agree with the Terms and Conditions of the RFP Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Department may award the contract to the next best value Bidder or call for new proposals from the interested Bidders. In such a case, the Department shall invoke the PBG of the most responsive Bidder	Business to note and plan accordingly.	As per the RFP.
75	1.7.10, Page 46	Discussions/ clarifications with the successful bidder Discussions/ clarification shall be	<b>The bidder requests the following modifications:</b> Discussions/ clarification shall be held	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
		held to reach agreement on all points and sign a contract. Discussions/ clarifications will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. MMRDA and the successful bidder shall then work out final Terms of Reference, staffing, staff-months, logistics, and reporting which will be incorporated in the Contract.	to reach <b>a mutual</b> agreement on all points and sign a contract. Discussions/ clarifications will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. MMRDA and the successful bidder shall then work out final Terms of Reference, staffing, staff-months, logistics, and reporting which will be incorporated in the Contract.	
76	1.7.10, Page 46	Discussions/ clarifications with the successful bidder Discussions/ clarification shall be held to reach agreement on all points and sign a contract. Discussions/ clarifications will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. MMRDA and the	<b>The bidder requests the following clarifications:</b> In case, before signing the contract, the modifications recommended by MMRDA about the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference lead to a financial impact / burden on the bidder which was not planned / budgeted at the time of submission of the commercial	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
		successful bidder shall then work out final Terms of Reference, staffing, staff-months, logistics, and reporting which will be incorporated in the Contract.	proposal, then the bidder has the right to reject such modification requests from MMRDA. Please confirm.	
77	1.7.11, Page 47	Financial Negotiations The negotiations include the clarification of the successful bidder's tax liability in the Client's country and how it should be reflected in the Contract. Staff month rate negotiations shall not take place, except when the offered Key Professionals and support professionals' remuneration rates are much higher than the typically charged rates by other consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates.	<b>The bidder requests the following modifications:</b> The bidder requests that there shall be no commercial negotiations / rate revisions be requested from the preferred bidder as the selection has happened after following due QCBS process. Also, each project is unique and thus, the commercials involved will vary and may not be easily comparable. So, please consider.	As per the RFP.
78	1.7.12, Page 47	Conclusion of the negotiations Negotiations will conclude with a review of the draft Contract. To complete negotiations the MMRDA	<b>The bidder requests the following clarifications:</b> If the negotiations fail, the MMRDA will	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
		and the successful bidder shall initiate the agreed Contract. If the negotiations fail, the MMRDA will invite the bidder whose Proposal received the second highest score to negotiate a Contract.	return the EMD of 1 Crores submitted by the bidder. Please confirm.	
79	1.7.13, Page 47	Guidelines: Award of Contract iv. <b>The Termination of the Contract shall be in accordance with provisions of General Conditions of Contract.</b> In case of dispute, the matter shall be referred to an arbitrator as specified by MMRDA.	<b>The bidder requests the following addition to the clauses:</b> <b>Termination and compensation on termination</b> 1) Either party may terminate this Agreement for cause if either party materially breaches this Agreement, provided that either party gives the other notice of such breach and it remains uncured after 60 days following notice or such other period as mutually agreed. 2) Either party may by written notice with a notice period of 90 days sent to the other, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify the extent to which performance of work under the Contract is terminated, and the date	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
			<p>upon which such termination becomes effective. On termination, the bidder is entitled to compensation against all the services rendered, material delivered, advances paid and all such costs that have been incurred by the bidder to provide services as per the agreement.</p> <p>3) In the event that Purchaser terminates this agreement, compensation will be accorded to the bidder for the services rendered, advance paid and expenses incurred Upto the termination along with the cost for the additional period for which the purchaser has requested the bidder to continue the services.</p> <p>4) If any amount due and payable by Purchaser under the Agreement is more than 30 days overdue; and there is no dispute between Purchaser and the bidder in relation to that amount, the bidder may issue to Purchaser a notice that payment is overdue. If Purchaser fails to pay the bidder within 7 days after the date of such notice, the bidder may by a further notice to</p>	

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
			Purchaser terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made.	
80	1.7.17, Page 48	Deployment of Urban Observatory The Bidder is obligated to install the Urban Observatory/ICCC hardware within the designated location and space allocated by the Department. Bidder should supply and implement the centre no additional cost will be paid. <b>However, if any interior work would be needed, it has to be done by the Successful Bidder</b>	<b>The bidder requests the following modifications:</b> The bidder should not bear the cost of any interior work. This should be done by the empanelled vendor of the Department directly at the Department's expense. The bidder may facilitate the process only. Please remove this clause.	As per the RFP.
81	1.8, Page 49	Scope of Work SI shall note that the activities defined within scope of work mentioned are indicative and <b>may not be exhaustive.</b>	<b>The bidder requests the following addition to the clauses:</b> Any new requirement which is not defined in the scope of work in the RFP will be treated as a Change Request and will be treated via a Change Order. In case, mutual agreement, i.e. whether new requirement constitutes change order or not, is not reached, successful bidder in interest of works, shall take up enforcement of change	As per the RFP.



Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
			order, if advised in writing to do so by Department pending settlement between two parties to effect whether such requirement constitutes a change order or not as per terms and conditions of Contract. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that said work constitutes a change order, same shall be compensated considering records kept in accordance with contract.	
82	1.9.14.23, Page 85	General Requirements The rights of the source code of the customised version of the COTS product and/ or the bespoke application shall lie with MMRDA. The source code needs to be transferred to MMRDA within 3 months of Go- Live. All the cost associated with such transfer shall be borne by the SI.	Please take concurrence from Delivery & bidder Legal team if this is acceptable to us.	As per the RFP.
83	1.10.3, 1.10.4, 1.10.5, 1.10.6	1.10.3 Initial Composition; Full-Time Obligation; Continuity of Personnel 1.10.4 Evaluations	Please ensure to take inputs from Delivery team as well as bidder HR team to this section to ensure we incorporate suitable recommendations /	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
		1.10.5 Replacement 1.10.6 High Attrition	suggestions for modifications to these clauses. Not doing so would be detrimental in the long run.	
84	1.11.5, Page 91	SLA for Software Support	<b>The bidder requests the following modifications:</b> Will this SLA & corresponding penalty be applicable post Go Live only and shall be deducted from the O&M invoices of the bidder? Please confirm. If no, then it is not clear how this shall be applied during the Implementation phase and how will the penalty cap work. Please provide an illustration to clarify.	As per the RFP.
85	1.11.5, Page 92	SLA for the O&M	<b>The bidder requests the following modifications:</b> The penalty during the O&M phase post Go-Live is not capped. This should be capped. Please consider the following addition to the clause: <b>"The cumulative penalty in a quarter during the O&amp;M phase should not exceed 5% of the Quarterly OPEX cost payable by the Department to the bidder."</b>	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
86	1.11.5, Page 92	Financial Cap on Penalty	<b>The bidder requests the following addition to the clauses:</b> Notwithstanding anything contained in this Agreement of the RFP, the maximum aggregate penalty including any liquidated damages shall not exceed five percent of contract value excluding taxes and can be imposed for reasons that are solely applicable to the SI.	As per the RFP.
87	1.11.7, Page 92	Acceptance Testing and Certification	<b>The bidder requests the following addition to the clauses:</b> <b>Acceptance of Deliverables</b> The Department shall provide response or feedback on deliverables within 7 working days. Department shall provide signoff within 15 calendar days from the submission of final deliverable in complete form by the bidder. In case, the Department fails to provide signoff on the final deliverable within 15 working days, same may be considered as deemed acceptance. However, in case the Department confirms to the SI with an alternative date, then that date would stand	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
			revised for deemed acceptance. Such revisions will be limited to two (2) time for the respective deliverable.	
88	1.11.8.1, Page 96	<p>Payment Schedule CAPEX</p> <p>3. Hardware (Parallel Activity</p> <ul style="list-style-type: none"> <li>-10 Workstations</li> <li>-5 Servers</li> <li>-100TB Storage</li> <li>-Urban Observatory System (As mentioned in Annexure-IV)</li> </ul> <p>%of Total "CAPEX" Value Quoted</p> <p><b>- 10% After Delivery; 5% After Installation</b></p>	<p><b>The bidder requests the following modifications:</b></p> <p>The billing and payment terms of the hardware should not be linked to the milestone payment terms of the contract. These are passthrough items to be procured from OEMs and cannot be billed partially as per the milestone based billing terms of the contract. So, the bidder proposes the following billing and payment terms for Hardware:</p> <ul style="list-style-type: none"> <li>a) Billing terms - 100% of the value at the time of delivery</li> <li>b) Payment terms - 80% upon delivery and 20% upon completion of Installation.</li> </ul>	As per the RFP.
89	1.11.8.1, Page 96	<p>Payment Schedule CAPEX</p> <p>7. GIS Cell - 5 Resources (One Year), Monthly Billing of resources</p> <ul style="list-style-type: none"> <li>-5 No's (Parallel Activity)</li> </ul> <p>%of Total "CAPEX" Value Quoted</p>	<p><b>The bidder requests the following clarifications:</b></p> <p>The bidder understands that 3% of the total CAPEX value shall be considered towards deployment of 5 resources for GIS Cell for 12 months from the start of the contract period till Go Live. The</p>	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
		- <b>3% Proportionate Monthly Billing</b>	bidder is required to raise invoices monthly on pro-rate basis for this component during the Implementation phase (i.e., total 3% of total CAPEX value divided equally across 12 months till Go Live). Please confirm if the understanding is correct.	
90	1.11.8.1, Page 96	Payment Schedule CAPEX 8. Cloud Charges Initially Two Years, (For RIS Deployment 1 Year and Maintenance 1 Year) (Parallel Activity)  %of Total "CAPEX" Value Quoted - <b>2% Proportionate Monthly Billing</b>	<b>The bidder requests the following clarifications:</b> The bidder understands that 2% of the total CAPEX value shall be considered towards Cloud Charges Initially for 12 months from the start of the contract period till Go Live. The bidder is required to raise invoices monthly on pro-rate basis for this component during the Implementation phase (i.e., total 2% of total CAPEX value divided equally across 12 months till Go Live). Please confirm if the understanding is correct.	As per the RFP.
91	1.11.8.1, Page 96	Payment Schedule CAPEX 8. <b>Cloud Charges Initially <u>Two Years</u>, (For RIS Deployment 1 Year and Maintenance 1 Year)</b> (Parallel Activity)	<b>The bidder requests the following clarifications:</b> The bidder understands that Cloud charges For RIS Deployment for 1 year are to be included under CAPEX &	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
		%of Total "CAPEX" Value Quoted - 2% Proportionate Monthly Billing	billed proportionately on Monthly basis for 12 months. For the next 1 year Maintenance period post Go Live, the charges are to be included under OPEX and billed Quarterly. Please confirm if the understanding is correct.	
92	Form 6, Page 115	Letter of Proposal We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <b>&lt;90&gt;</b> days as stipulated in the RFP document.	<b>The bidder requests the following modification / clarifications:</b> We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <b>&lt;180&gt;</b> days <b>from the last date of bid submission</b> as stipulated in the RFP document.	As per the RFP.
93	Form 17, Page 129	Format Pending Litigation & Arbitration	We need to provide a list of all ongoing litigation / arbitrations including commercials involved in such cases. Please take concurrence from bidder Legal if we can provide such a declaration.	As per the RFP.
94	Form 19, Page 131	Certificate for Annual Turnover	<b>The bidder requests the following modification / clarifications:</b> 1) The bidder understands that the certificate from Chartered Accountant of the company is acceptable as mentioned elsewhere in the RFP.	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
			<p>2) Please accept Certificate from the Chartered Accountant that shall mention the following:</p> <p>a) the Average Annual Turnover of the bidder in the last 3 FYs</p> <p>b) the "Average annual turnover from IT &amp; ICT product/services is more than 500 Crores."</p> <p>Such a declaration meets the qualifying criteria as well. So, please accept the modification.</p> <p>3) The bidder requests that a certificate from Company Secretary of the company be acceptable as well.</p> <p>4) The appointment letter of Statutory Auditor by the Bidder shall not be mandatory. This is a non-standard requirement and also not a part of MEITY guidelines.</p>	
95	Form 19, Page 132	Certificate for Net Worth	<p><b>The bidder requests the following modification / clarifications:</b></p> <p>1) The bidder understands that the certificate from Chartered Accountant of the company is acceptable as mentioned elsewhere in the RFP.</p> <p>2) The bidder requests that a certificate</p>	Please refer to the corrigendum I

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
			from Company Secretary of the company be acceptable as well. 3) The appointment letter of Statutory Auditor by the Bidder shall not be mandatory. This is a non-standard requirement and also not a part of MEITY guidelines.	
96	Form 1, Page 140	Covering Letter 3. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, <b>draft Agreement</b> , scope of the work and technical specifications, our own estimates of costs, and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.	<b>The bidder requests the following clarifications:</b> In the entire RFP, there is no section with the draft agreement. Also, there are no details on the General Conditions of Contract (GCC) and the Special Conditions of Contract (SCC). Please provide basis which only, the bidder can decide on providing such a declaration in the Covering letter as well as further participation as this is a no deviations bid. .	As per the RFP.
97	Form 1, Page 140	Covering Letter 5. In the event of my/ our being declared as the Selected Bidder, <b>I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due</b>	<b>The bidder requests the following clarifications:</b> In the entire RFP, there is no section with the draft agreement. Also, there are no details on the General Conditions of Contract (GCC) and the Special Conditions of Contract (SCC).	As per the RFP.



Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
		<b>Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.</b>	Please provide basis which only, the bidder can decide on providing such a declaration in the Covering letter as well as further participation as this is a no deviations bid. .	
98	Form 2, Page 143	Financial Proposal To be filled and Uploaded by Bidder  <b>Note: MMRDA Reserves the right to issue the work order to the whole or partial items in the above BoQ</b>	<b>The bidder requests the following additions to the clause:</b> Note: MMRDA Reserves the right to issue the work order to the whole or partial items in the above BoQ. However, these variations shall be notified before awarding the work order to the bidder. The total value of these variations should not be more than 10% of the total contract value excluding taxes.	As per the RFP.
99	Form 2, Page 143	Financial Proposal To be filled and Uploaded by Bidder Optional Item <b>Bidder shall quote for the technical resources per month cost.</b> This cost is for the reference of MMRDA only and will not be part of commercial evaluation.	<b>The bidder requests the following clarifications:</b> Is the bidder required to keep these prices valid for year 2 and year 3 post Go Live also in case the contract is extended? Please confirm.	As per the RFP.
100	Form 2, Page 144	Financial Proposal To be filled and Uploaded by Bidder	<b>The bidder requests the following clarifications:</b>	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
		Optional Item <b>OPEX ( Post support and maintenance charges for 2nd and 3rd year After Go-Live )</b>	The extension and terms of the contract for 2nd and 3rd year post Go-Live shall be mutually discussed and agreed between the bidder and the purchaser. Please confirm if the understanding is correct.	
101	Form 2, Page 144	Note: GST would be applicable as per the applicable prevailing rate. All the other charges should be factorized.	<b>The bidder requests the following clarifications:</b> The statement is applicable for the entire financial proposal and not just the Optional Items. Please confirm.	As per the RFP.
102	BoQ	BoQ format	<b>The bidder requests the following clarifications:</b> The bidder would like to confirm that in the BoQ format, we only need to include the cost of optional items. Please confirm.	As per the RFP
103	General, To be added	Limitation of Liability	<b>The bidder requests the following addition to the clauses:</b> i) The aggregate liability of bidder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the	Please refer the Annexure I of Corrigendum I

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
			<p>payment of direct damages only which shall in no event exceed the total amount, paid to bidder by the Purchaser in the preceding twelve months under this Agreement that gives rise to such liability (as of the date the liability arose).</p> <p>ii) In no event shall bidder be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in Clause (i) above) even if it has been advised of their possible existence.</p>	
104	General, To be added	Intellectual Property Rights	<p><b>The bidder requests the following addition to the clauses:</b></p> <p>i) Products and fixes  All products and related solutions and fixes provided pursuant to this Agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product, the ownership of</p>	Please refer the Annexure II of Corrigendum I

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
			<p>which shall continue to vest with the Purchaser even after termination of this Agreement. Bidder would be responsible for arranging any licenses associated with the products.</p> <p>ii) Bespoke development The IPR rights for any bespoke development done during the term of the project will vest exclusively with the Purchaser.</p> <p>iii) Pre-existing work All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party or its sub-contractors under this Agreement ("pre-existing work") including any enhancement or modification thereto may remain the sole property of that Party. During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, any of its pre-existing work provided to the other party solely for the performance of such services for</p>	

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
			<p>duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the bidder shall grant Purchaser a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to Purchaser as part of the service or deliverables only for internal business operations of the Purchaser. The foregoing license does not authorizes Purchaser to (a) separate Bidder pre-existing IP from the deliverable/software in which they are incorporated for creating a stand alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the bidder pre-existing work/IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the bidder in the relevant Statement of Work,</p>	

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
			<p>reverse compile or in any other way arrive at or attempt to arrive at the source code of the bidder pre-existing IP.</p> <p>iv) All the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ bidder's licensor and Purchaser shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.</p> <p>v) Residuals</p> <p>In no event shall bidder be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables, set-out in this Agreement or Annexure. Subject to the confidentiality obligations, bidder may use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are</p>	

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
			acquired or used in the course of providing the Services. However, bidder will not use any proprietary or confidential information attained during this Project for its independent business.	
105	General, To be added	Asset Ownership and transfer of title	<b>The bidder requests the following addition to the clauses:</b> The ownership of the assets or goods will be transferred to the Purchaser on the date of delivery of the assets or goods by the bidder to the purchaser's designated carrier for shipment or purchaser's designated location. For each asset, the bidder bears the risk of loss or damage up to the time it is delivered to the Purchaser's designated carrier for shipment or Purchaser's designated location.	As per the RFP.
106	General, To be added	Invoicing & Settlement	<b>The bidder requests the following addition to the clauses:</b> The Purchaser shall be entitled to delay or withhold payment of any invoice or part of it delivered by the bidder where the Purchaser disputes such invoice or part of it provided that	As per the RFP.

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
			<p>such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. In the event that Purchaser disputes, Purchaser shall notify bidder reasons for disputing any amount within fifteen (15) days after receipt of applicable invoice, where upon Parties shall promptly seek to resolve the dispute by mutual discussion. If no dispute, substantiated in writing, is made by Purchaser within a period of fifteen (15) days of having received that invoice about any inaccuracy or any defect in the invoice, each such invoice shall be deemed to have been accepted as correct by the Purchaser. Any dispute shall not relieve Purchaser from paying when due, the undisputed portion of the invoice. Any invoice remaining unpaid after the aforesaid period of thirty days shall be treated as a debt owed by the Purchaser to the bidder and the bidder shall be, without prejudice to any other remedies that it may have in this regard, entitled to recover it as such with a monthly</p>	



Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
			interest of 2% calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, the bidder also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by Purchaser and any such withholding by the bidder shall not be treated as breach by it of the provisions of this Agreement.	
107	General, To be added	Insurance	<b>The bidder requests the following addition to the clauses:</b> Each part has an obligation to maintain their own insurance in connection with the provision of the Services, in addition to the insurances stipulated herein: a) for the Term of the Contract, adequate, valid and enforceable insurance coverage policies for: i. public liability; ii. either professional indemnity or errors and omissions;	Please refer the Annexure III of Corrigendum I

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
			iii. product liability; and iv. workers' compensation insurance.	
108	1.2 Detailed Specifications for ICCC Component Sending Card/ Video Wall Controller  Sr. No. 1  Page No: 191	As per the RFP, section 1.2 Detailed Specifications for ICCC Component - Sending Card/ Video Wall Controller (from S. No. 1 to 20) P.N. 191 to 192	MMRDA has proposed removal of Sending Card/ Video Wall Controller Feature No. 1 <i>"LED display controller with supports 8x HDMI inputs and 8x Ethernet outputs, supports multiple layout and 8 different contents should be viewed at the same time(It should be from the same OEM or It should be from reputed brand)"</i>	Please refer Annexure IV of Corrigendum I
109	1.2 Detailed Specifications for ICCC Component Video Wall Specification  Page No.190	As per the RFP, Section 1.2 Detailed Specifications for ICCC Component - Video Wall Specification (from S. No. 1 to 24) P.N. 190 to 192	MMRDA has proposed additional details as a part of section '1.2 Detailed Specification for ICCC component - Video Wall Specification	Please refer the Annexure V of Corrigendum I
111	1.2 Key Events P. N. 14	1.2 Key Events (P.N. 14) 5. Download End Date 6. Last date (deadline) for online submission of bids 7. Closing of Bids	MMRDA has revised schedule for Bid submission and respective key events	Please refer to the Corrigendum II

Sr. No	RFP Document Reference(s) (Section and Page Number(s))	Content of RFP requiring/ Clarification(s)	Points of Clarification(s)/Clarification Sought	Response
		8. Technical Bid Opening Date & Time		

Note: The specification of all the hardware have been mentioned RFP and Corrigendum I, if there is any missing component for successful implementation of the project, the bidder has to factorize in the bid.

## **Annexure I- Limitation of Liability**

### **1. Indemnification & Limitation of Liability**

- 1.1 Subject to Clause 1.2 below, Implementation Agency (the "Indemnifying Party") undertakes to indemnify Nodal Agency (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party.
- 1.2 The indemnities set out in Clause 1.1 shall be subject to the following conditions:
- a. the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
  - b. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
  - c. if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
  - d. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;

- e. all settlements of claims subject to indemnification under this Clause will:
  - (i) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
  - (ii) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- f. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- g. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- h. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
- i. if a Party makes a claim under the indemnity set out in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).
- j. The liability of Implementation Agency (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the total value of the contract under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 1.1 and breach of any other clauses of this agreement.
- k. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third

party claims (other than those set-forth in Clause 1.1) even if it has been advised of their possible existence

- I. The allocations of liability in this Section 1 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts

## **2. Force Majeure**

### **2.1 Definition of force Majeure**

The Implementation Agency or the Nodal Agency as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that such performance is impeded by an event of force majeure ('Force Majeure').

### **2.2 Force Majeure events**

A Force Majeure event means any event or circumstance or a combination of events and circumstances referred to in this Clause, which:

- a. is beyond the reasonable control of the affected Party;
- b. such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;
- c. does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement;
- d. is of an incapacitating nature and prevents or causes a delay or impediment in performance; and
- e. may be classified as all or any of the following events:

#### **Non-Political Events**

- i. act of God, including earthquake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest,

hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other extreme atmospheric conditions;

- ii. radioactive contamination or ionizing radiation or biological contamination except as may be attributable to the Implementation Agency's use of radiation or radio- activity or biologically contaminating material;
- iii. a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the affected Services and which is not attributable to any unreasonable action or inaction on the part of the Implementation Agency or any of its Subcontractors or suppliers and the settlement of which is beyond the reasonable control of all such persons.
- iv. general strikes, lockouts, boycotts, labor disruptions or any other industrial disturbances as the case may be not arising on account of the acts or omissions of the Implementation Agency and which affect the timely implementation and continued operation of the Project; or
- v. any event or circumstances of a nature analogous to any of the foregoing.

#### Political Events

- i. Change in Law, other than any Change in Law for which relief is provided under this Agreement;
- ii. expropriation or compulsory acquisition by the Nodal Agency or any of their nominated agencies of any material assets or rights of the Implementing Partner;
- iii. unlawful or unauthorized revocation of, or refusal by Nodal Agency or any of their nominated agencies, GoI or any of its agencies to renew or grant any clearance or Required Consents required by the Implementation Agency to perform its obligations without valid cause, provided that such delay, modification, denial, refusal or revocation did not result from the Implementation Agency's inability or failure to comply with any condition relating to grant, maintenance or renewal of such Required Consents applied on a non-discriminatory basis;
- iv. any judgment or order of any court of competent jurisdiction or statutory authority in India made against the

Implementation Agency in any proceedings for reasons other than failure of the Implementation Agency to comply with Applicable Laws or Required Consents or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement;

- v. expropriation or compulsory acquisition by the Nodal Agency or any of their nominated agencies of any material assets or rights of the Implementation Agency;
- vi. unlawful or unauthorized revocation of, or refusal by any authority other than the Nodal Agency or any of their nominated agencies to renew or grant any Required Consents required by the Implementation Agency to perform its obligations without valid cause, provided that such delay, modification, denial, refusal or revocation did not result from the Implementation Agency's inability or failure to comply with any condition relating to grant, maintenance or renewal of such Required Consents applied on a non-discriminatory basis;
  - any requisition of the Project by any other authority; or
  - any requisition of the Project by the Nodal Agency or any of their nominated agencies.
- vii. For the avoidance of doubt, suspension of the Project in accordance with the provisions of this Agreement shall not be considered a requisition for the purposes of Force Majeure event.

Other Events: An act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days.

For the avoidance of doubt, it is expressly clarified that the failure on the part of the Implementation Agency under this Agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be



deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Service Provider will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

### **2.3 Notification procedure for Force Majeure**

- a) The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in accordance with Clause
- b) Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days hereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement.

### **2.4 Allocation of costs arising out of Force Majeure**

- a) Upon the occurrence of any Force Majeure Event prior to the Effective Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.
- b) Upon occurrence of a Force Majeure Event after the Effective Date, the costs incurred and attributable to such event and directly relating to the Project ('Force Majeure Costs') shall be allocated and paid as follows:
  - i. upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof
  - ii. upon occurrence of an Other Event of Force Majeure, all Force Majeure Costs attributable to such Other Event, and not

exceeding the Insurance Cover for such Other Event, shall be borne by the Implementing Partner and to the extent Force Majeure costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by Nodal Agency to the Implementing Partner.

- c) For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, operation and maintenance expenses, any increase in the cost of the Services on account of inflation and all other costs directly attributable to the Force Majeure Event.
- d) Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof.

#### **2.4 Consultation and duty to mitigate**

Except as otherwise provided in this Clause, the affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance here under.

## **Annexure II- Intellectual Property Rights**

### **1. Intellectual Property Rights**

#### **1.1 Products and fixes**

All products and related solutions and fixes provided pursuant to this work order shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Implementation Agency would be responsible for arranging any licenses associated with products. “Product” means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to Nodal Agency for license which is published by product owner or its affiliates, or a third party. “Fixes” means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

#### **1.2 Bespoke development**

Subject to the provisions of this contract, upon payment, the IPR rights for any bespoke development done during the implementation of the project will lie with Nodal Agency. Implementation Agency shall be entitled to a broad license back in the bespoke development for its internal usage and other e-governance projects.

#### **1.3 Pre-existing work**

All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a party under this Agreement (“pre-existing work”) including any enhancement or modification thereto shall remain the sole property of that party. During the performance of the services for this agreement, each party grants to the other party (and their sub- contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely

for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the Implementation Agency should grant Nodal Agency a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to Nodal Agency as part of the service or deliverables only for its internal business operations. Under such license, either of parties will have no right to sell the pre-existing work of the other party to a Third Party. Nodal Agency's license to pre-existing work is conditioned upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that bidder leaves with Nodal Agency at the conclusion of performance of the services.

#### **1.4 Residuals**

In no event shall Implementation Agency be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables set-out in this Agreement or Annexure. In addition, subject to the confidentiality obligations, Implementation Agency shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.

## **Annexure III- Insurance**

### **1. Insurance**

1. The Bidder should take a specific insurance policy from a Third party for the Project providing insurance coverage against loss of or damage to:
  - a. Equipment or Assets procured or developed or re-used in whole or in part for fulfillment of obligations under the MSA.
  - b. The Bidder's Assets and property used in the performance of the services.
  - c. Any documents prepared by the Bidder in the performance of the services.
  - d. MMRDA's liability and workers' compensation insurance in respect of the staff of the Bidder / Bidder's team, in accordance with the relevant provisions of the applicable law, as well as, with respect to such staff, any such life, health, accident, travel or other insurance as may be appropriate.
2. The Bidder should take an insurance policy to provide coverage for all risks including the following:
  - a. Fire and Theft Policy.
  - b. Policy for loss or damage to assets due to Force Majeure events like earthquake, rioting, etc. of value equal to the cost of replacement of assets.
  - c. Policy of insurance in respect of claims for personnel injury to or death of any person employed by the selected Bidder and arising out of such employment.
3. The insurance should be obtained specifically for this Project.
4. The Bidder shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods during their shipment from respective manufacturing/shipment site of the OEM to the port of landing.
5. All charges including transportation charges that may be applicable till the goods are delivered at the respective site of installation shall also be borne by the Bidder.

6. The Bidder during the Term of the contract:
  - a. Shall take out and maintain, at his own cost but on terms and conditions approved by MMRDA, insurance with financially sound and reputable insurers against the risks, and for the coverage, as specified above where MMRDA shall be designated as the 'loss payee' in such insurance policies.
  - b. Shall pay all premium in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable.
  - c. At MMRDA's request, shall provide evidence to MMRDA showing that such insurance has been taken and maintained and that the current premiums therefore have been paid.
7. 30% of the Payment of the Bidder due will be retained by MMRDA until the Bidder provides the Insurance. During such period cost of any loss / damages will be borne by the Bidder completely.

## Annexure IV- Sending Card/ Video Wall Controller

Sending Card/ Video Wall Controller				
S. No.	Parameter	Required Parameters	Compliance YES/ NO	Remarks
1	Display controller	Controller to be able to control video wall cubes		
2	Controller & Display	Controller should be having BIS and CE certification		
3	Architecture	The controller should be based on the latest architecture		
4	Platform	Windows Xeon Quad core 3 Ghz or Core i7 3Ghz above		
5	Processor	Intel Xeon		
6	HDD	500 GB or higher		
7	RAM	32 GB		
8	Chassis Type	19" Rack mount industrial chassis		
9	Network	2 Network Ports		
10	Resolution Support for Outputs	Should support total video wall resolution		
11	Inputs	Controller to be able to control cubes (Min. 5 input and 18 output)		
12	Ticker	There should be a possibility in the Controller to create user defined multiple tickers. It should also be possible to place these tickers anywhere on the wall		
13	Scalability	The system should be able to add additional inputs as required in the future		
14	Control	The system should have the capabilities of interacting (Monitoring & Control) with various applications on different network through the single Operator Workstation. It shall be possible to launch layouts, change layouts in real time using Tablet		

<b>Sending Card/ Video Wall Controller</b>				
15	Keyboard & Mouse Extension	Keyboard and Mouse along with mechanism to extend them to 20 Mtrs. operator desk from display controller to be provided		
16	Redundancy	Redundant Hot Swappable HDD in RAID 0/ RAID 1/ RAID 5 Configuration Redundant Hot Swappable Power Supply		
17	Others	The Video Wall and the Controller should be of the same make to ensure better performance and compatibility		
18	OEM Certification			
19	OEM Capability			



## **Annexure V - Video Wall Specification**

### **Additional part for Video Wall Specification**

<b>Wall management Software</b>				
<b>Sr.NO.</b>	<b>Specification Item</b>	<b>Detailed Specification Description</b>	<b>Compliance YES/ NO</b>	<b>Remarks</b>
1	Scaling and display	Software to enable the user to display multiple sources in any size and anywhere on the display wall.		
2	Auto Source Detection	Software should support for auto source detection		
3	Layout Management	Should support for Video, RGB, DVI, ,Internet Explorer, Desktop Application and Remote Desktop Monitoring Layouts		
4	Scenarios	Software should able to Save and Load desktop layouts from Local or remote machines		
5	Layout Scheduler	All the Layouts can be scheduled as per user convenience Software should support auto launch of Layouts according to specified time or event by user		
6	Layout Preview	Software should support layout preview option		
7	Launch Application	Software should be able to support		
8	Integration with 3rd party devices	System should offer interface to enable control from 3rd party devices like Creston ,AMX etc.		
9	Live Preview	Software should able to provide live preview of Videowall		

Wall management Software				
10	Work space allocation	System should provide functionality to the administrator to define and allocate work space for a particular operator or a group of operators when working on a Video wall		
11	Authentication	Software should offer 4 levels of Authentication (User accounts, Permissions for functionality & Roles etc).		
12	Offline Layouts	It should be possible to create offline layouts		
13	User friendly	Software should be user friendly		
14	Ticker	Ticker message can be positioned anywhere on the display wall. Inside the ticker window, font size, colour and background can be set		
15	Ticker Type	Software should able to prepare various kinds of tickers: text ticker, RSS ticker, transparent and time ticker		
16	SNTP	System should support SNTP function		
17	Protection	System should have Hardware License key to protect the software from unauthorized access.		
18	Source Carousel:	User can set multiple sources that can change sequence after some time interval without changing the layout.		

Wall management Software				
19	Region management	Admin can assign Videowall workspace to user based on pixel map		
20	Snap sensitivity	Enables the magnetic behavior to fit the sources automatically for easy alignment on the wall		
21	Scalable GUI	Scalable GUI to scale to any size of Videowall screen.		
22	Scheduler	User can schedule the layout on specific date & time, weekday, weekend , start & end date		
23	Source positioning	User can position the source input on Videowall with single click		