Municipal Corporation of Greater Mumbai

BID DOCUMENT

for

SELECTION OF SERVICE PROVIDER FOR

FACILTY

MANAGEMENT SERVICES (FMS)

Bid Notification No.: 7200024714

<u>Issued By</u>

IT Department
Municipal Corporation of Greater Mumbai

Table of Contents

1 Glossary

Abbreviations and Acronyms	Description
AMC/CMC	Annual Maintenance Contract/ Comprehensive Maintenance Contract
API	Application Programming Interface
BEC	Bidder's Evaluation Committee
BOM	Bill of Material
BOQ	Bill of Quantity
CCN	Change Control Notice
CMMi	Capability Maturity Model Integration
COTS	Commercial Off the Shelf Solution
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
FMS	Facility Management Services
GoI	Government of India
GIS	Geographical information system
HOD	Head of Department
IA	Implementation Agency
IP	Internet Protocol
IT	Information Technology
ISMS	Information Security Management System
LDAP	Lightweight Directory Access Protocol
LOI	Letter of Intent
MCGM	Municipal Corporation of Greater Mumbai
MPLS	Multiprotocol Label Switching
MTNL	Mahanagar Telephone Nigam Limited
OEM	Original Equipment Manufacturer
SLA	Service Level Agreement
SNMP	Simple Network Management Protocol

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. DIR/ IT/2987 dated 07/01/2022

E-TENDER NOTICE

The Commissioner of Municipal Corporation of Greater Mumbai invites e-tender for above mentioned work. The bid copy can be downloaded from MCGM's portal (https://portal.mcgm.gov.in) under "Tenders" section.

All interested vendors, whetheralready registeredor notregisteredinMCGM,are mandated to get registered with MCGM fore-Tendering process and obtain Login Credentials to participate in the Online bidding process. The details of the same are available on the above mentioned portal under' Tenders'. For registration, enrolment for digital signature certificates and user manual, please refer to respective links provided in 'Tenders' tab.

The vendors can get digital signature from any one of the certifying Authorities (CA's) licensed by the Controller of Certifying Authorities namely Safescrypt, IDRBT, National Informatics Centre,TCS, Customs, MTNL GNF Cande-Mudhra. MCGM has also opened a Help-desk a tthe CPD's office to help thevendors inthis regard.

The echnical and commercial bids shall be submitted online upto the end date & time mentioned below.

Sr. No.	Description	E-Tender Price	EMD	Start date & Time for online Bid Downloading	End date & Time for online Bid Submission
1	SELECTION OF SERVICE PROVIDER FOR FACILTY MANAGEMENT SERVICES (FMS) Tender No: 7200024714	₹ 9,400/- + ₹ /- (GST@ 18%)	₹ 67,02,700/-	10/01/2022 At. 11.00hrs	31/01/2022 At 15.00 hrs

Note: Last date for online payment of Earnest money Deposit (EMD) is on or before due date & time prescribed.

The pre-bid meeting will be held on 14/01/2022 at 11.30 hrs, venue of the same is at Worli Data Center, BMC Engineering Hub Bldg., Worli naka, Mumbai-400018. The prospective tenderer(s) should submit their suggestions/observations, if any, in writing / email minimum 2 days before Pre-bid meeting. Only suggestions / observations received in writing/email will be discussed and clarified in pre-bid meeting and any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by MCGM exclusively through the issue of an addendum/corrigendum. The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting.

The tender document is available on MCGM portal (https://portal.mcgm.gov.in) along with this tender notice. However, the tenderer shall have to pay "e-tender price" through online payment gateway before downloading and uploading the tender document in SRM Module.

The tenderer shall have to pay **EMD of ₹ 67,02,700/-** through online payment only.

Note: - No Exemption will be allowed for the tenderers having standing deposit with MCGM. The tenderers shall have to pay the tender EMD amount through on line payment only.

The Authority (MCGM) shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

The Municipal Commissioner reserves the right to reject all or any of the e-Tender(s) without assigning any reason at any stage.

Tenders shall note that any corrigendum issued regarding this tender notice will be published on the MCGM portal only. No corrigendum will be published in the local newspapers.

Director (IT)

For detailed tender document please scrolldown

Bid No. 7200024714

2   Invitation ofBid

The Municipal Corporation of Greater Mumbai invites Tender for SELECTION OF SERVICE PROVIDER FOR FACILTY MANAGEMENT SERVICES as per the terms and conditions of this document and as per the provisions of the M.M.C. Act 1888 as amended till date.

Note: Bidder/ Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

2.1   Project Background

Municipal Corporation of Greater Mumbai (MCGM) is a Local Self Government, governed by M.M.C. Act 1888 and providing various services to Mumbai Citizens including water, sanitation, roads, storm water drains and many other services. The applications to provide above services are being developed, customized or re-platformed by different vendors. The various applications used in MCGM works are E-Mail, SAP, AQUA, CVS, Octroi, Citizens' Portal, VTMS, DMS, HMIS and Rain Gauge. These systems are currently being operated from approximately more than 200 locations / offices of MCGM which are connected over P2P/MPLS/internet connectivity provided by MTNL/Railtel/TATA ISP service provider.

The various makes & models of routers and switches are installed at MCGM offices to establish MCGMnetwork.More than 200 horizontal MCGM locations are terminated to Worli Data Centre (centralize location) through MTNL/TATA via MPLS/P2P leased lines having different bandwidth capacity of16, 8, 4 &2 Mbpsetc. A detailed Bill of Material forall these hardware and network components to be brought under this contract is available in subsequent section of this bid.

Currently the FMS service for Worli Data Centre and client-side infrastructure is managed by existing FMS vendor.

For further extension of the management of IT Facility, Network& Communication, MCGM is looking to engage a Service Provider who can takeover and run the Data Centre operational services. These services includes all the IT infrastructure (network, servers and client-side hardware) & NON-IT assets available at various MCGM sites / locations. It also includes the general management of all MCGM procured asset and technical support services, for the period of 3 years from the date of issuence of work order. The bidder is required to manage WAN and LAN at all locations of MCGM. Bidder is also required to provide the other hardware/software components as mentioned in the list described in this tender and same needs to be installed and configured at respective MCGM site. Selected bidder shall constantly assess MCGM for improvements in each of the activities described in the respective section of this bid.

2.2   Project Objective

The purpose of this bid document is to finalise the bidder for facility service management for:

- Improvingend to end service level for MCGM employees/end users

- Ensuring continuous improvement in existing processes and technologies
- Maximize service availability at all locations
- Cost-effective 24x7 Operations support atWDC
- Deliver scalability/flexibility to react to MCGM's ongoing and future business needs
- Provide standardized service delivery
- Build transparency in service management and project delivery

2.3   BidDocument Notice

1. This bid Document is being published by the IT Department, Municipal Corporation of Greater Mumbai, for the project **"SELECTION OF SERVICE PROVIDER FOR FACILITY MANAGMENT SERVICES"**

2. Bidder agencies are advised to study this bid document carefully before submitting their bids in response to the Bid Notice. Submission of a bid in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

3. This bid document is not transferable.

4. The complete bidding document has been published on https://portal.mcgm.gov.infor the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/ bidding document fee and EMD.

5. Bidders who wish to participate in this bidding process must register on https://portal.mcgm.gov.in.

6. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

7. A three envelope selection procedure shall be adopted.

8. Bidder (authorized signatory) shall submit their offer online in electronic formats of technical (including prequalification documents) and financial proposal.

9. MCGM will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid proposal, well advance in time so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems. For queries related to eTender, kindly contact; Tel: 022-24811275 , Email: etendering.it@mcgm.gov.in

10. Bidders are also advised to refer "Bidders Manual Kit" available at https://etendering.mcgm.gov.in for further details about the e-tendering process.

2.4   Bid Invitation

Office of Director IT, Information Technology, Municipal Corporation of Greater Mumbai invites bidders to submit their technical bids and financial offers forthe**"SELECTION OF SERVICE PROVIDER FOR FACILITY MANAGMENT SERVICES"** in accordance with conditions and manner prescribed in this bid document.

3   Pre-Qualification Criteria

Only bidders complying the Pre-qualification Criteria shall be eligible to participate in the tender process. The minimum eligibility criteria that should be satisfied by the Bidders are mentioned below. The formats for the Pre-qualification documents are given in Annexures of this RFP, unless specified otherwise.

The qualification criteria shall be met by the bidder, as a Single Firm entirely on its own. The 'Bidder', shall be primarily accountable for the implementation of the entire scope of the project. A bidder who submits more than one tender shall be summarily disqualified.

Consortium and Subcontracting is not allowed.

Sr. No	Qualification Criteria	Documentary Evidence
1.	The bidder should be a company registered under Indian Companies Act, 1956 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Proprietorship firm or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008.	Copy of Certificate of Registration/Incorporation
2.	The Bidder should have an average annual turnover of at least INR 150 cr from FMS (Facility Management Services) project or Information Technology Services or IT System Integration over the last three financial years (i.e. 2018-19, 2019-20, 2020-21)	Copy of the audited Balance Sheet and Profit & Loss Statement of the company and Certificate from the Chartered Accountant clearly stating the turnover over the last three financial project.
3.	Bidder should have positive net worth in last three financial year as on 31-March-2021	Certificate from the Chartered Accountant clearly stating the net worth.
4.	The Bidder should have executed or currently executing the similar kind projects under facility management services for below mentioned value in last three financial years (i.e. 2018-19, 2019-20, 2020-21) in India. 1. At least one project with total order value of INR–40Crore **OR** 2. At least two projects, each with total order value of INR–30 Crore each **OR** 3. At lease three projects, each with total order value of INR–25 Crore each.	Copy of Work Order of the project
5.	Bidder should have experience in managing AD integration project	Documentry evidence to be provided with supporting work order

Sr. No	Qualification Criteria	Documentary Evidence
6.	The Bidder should have experience in implementation/management/monitoring of at least 100 WAN/SDWAN locations for a single network.	Copy of Work Order and Client certificate signed by a competent authority clearly stating the scope, current statusand the contact details of the reference person.
7.	The bidder shall have 200 technical resources on its payroll as on the bid submission date. Further, these resources should have prior experience in domain such as networking, IT Security, Servers Management and Storage Management.	Certificate from the HR Head of the bidder/Authorized signatory of the bidder
8.	The Bidder should have office in Mumbai Region	Self certified document for address proof
9.	The Bidder should have following certification or higer. ISO 9001 ISO 20000 ISO 27000 CMMI Level 3 for operation services	Copy of valid organisation level certification.
10.	The Bidder should have valid documentary proof of GST registration number and PAN card.	Copy of GST registration & PAN Card.
11.	The Bidder should not have been blacklisted by any Central/State Government Organization or Department in India at the time of submission of the bid.	Declaration by the Bidder as per format given in the bid document.
12.	The Bidder should possess valid registration certificate under E.S.I.C, Act 1948 and valid registration certificate under E.P.F & M.P, Act 1952	Copy of Registration with EPF and ESIC.

4 Instructions to Bidder

4.1 Bid Data Sheet

#	Information	Details
	A. Introduction	
1.	Project Name	"SELECTION OF SERVICE PROVIDER FOR FACILITY MANAGMENT SERVICES (FMS)".
2.	Bid Document reference No and Start Date	Dated 10/01/2022
3.	Bid Type	Open Tender via e-Tendering system
4.	Bid Document Price	INR - 9400 /- + (18%GST)
5.	Bid Download Due Date & Time	31/01/2022 Time up to 15.00 hrs.
6.	Earnest Money Deposit (EMD)	INR 67,02,700/-
7.	EMD Submission Due Date & Time	31/01/2022 Time up to 15.00 hrs.
8.	Bank Solvency Certificate	INR – 8,00,000/-
9.	Performance Bank Guarantee	INR - 5% of contract value
	B. Preparation of Bids	
10.	Language of Bid	English
11.	Bid Validity Period	180 CalendarDays from the Date of Opening of Bid
12.	Performance Security Validity Period	Valid upto the entire contract period (including defect liability period or payment of final bill whichever is later
	C. Bid Presentation	
13.	Last date for submission of written queries for clarifications	14/01/2022 Time up to 23.59 hrs.
14.	Query Submission	To be submitted via e-mail only. Manager02.it@mcgm.gov.in Kindly refer to section 4.6 for query format.
15.	Place, Date and Time of pre-bid meeting	14/01/2022 Time 11.30 Hrs. Wolri Data Center, Dr.E. Moses Road, Worli Naka Mumbai 400 018
16.	Contact Person for clarification of Queries	Shri Amit Gadekar, Manager IT Wolri Data Center, Dr.E. Moses Road, Worli Naka Mumbai 400 018

#	Information	Details
17.	Contact Information	Shri Amit Gadekar, Manager IT manger02.it@mcgm.gov.in 022 24811258
18.	Last date (deadline) for receipt of proposals in response to Bid Document notice	31/01/2022 Time 15.00 Hrs.
19.	Place, Time and Date of opening of Technical proposals received in response to the Bid Document notice	01/02/2022 Time 16.00 Hrs. Worli Data Center, Engineering Hub, Dr. E Moses road, Worli, Mumbai 400 018
20.	Place, Time and Date of technical presentations by qualified bidders.	Will inform to bidders
21.	Place, Time and Date of opening of Financial proposals received in response to the Bid Document notice	04/02/2022 Time 15.00 Hrs. Office of Director IT Worli Data Center, Engineering Hub, Dr. E Moses road, Worli, Mumbai 400 018
D. Evaluation of Bids and Awarding of Contract		
22.	Signing of Contract Agreement with MCGM	Within 30 days after the declaration of results

4.2 Purpose of Bid Document

1. The purpose of this Bid Document is to select an agency for "**FACILTY MANAGEMENT SERVICES**" as per the scope defined in the subsequent sections.This document provides information to enable the bidders to understand the broad requirements to submit their "Bids". The detailed scope of work is provided in Section 5 of this Bid Document.

4.3 Cost of BidDocument

1. The Cost of bid document as mentioned in Section 4.1.

4.4 Bidder Registration and Instructions

The terminology of e-Tendering is solely depending upon policies in existence, guidelines and methodology adopted since decades. The SRM is only change in process of accepting and evaluation of tenders in addition to manual. The SAP module to be used in this E-tendering is known as Supplier Relationship Module (SRM).SRM is currently managed and supported by ABM Knowledge ware Ltd. who will assist MCGM in throughout the tendering process for successful implementation.

NOTE: This tendering process is covered under Information Technology ACT & Cyber Laws as applicable

(1) In e-tendering process some of the terms and its definitions are to be read as under wherever it reflects in online tendering process.

Start Date read as **"Sale Date"**

End Date read as **"Submission Date"**

Supplier read as **"Contractor/bidder"**

Vendor read as **"Contractor/bidder"**

Vendor Quotation read as **"Contractors Bid/Offer"**

Purchaser read as **"Department/MCGM"**

I. Before entering in to online tendering process, the bidder should complete the registration process so as to get User ID for E-tendering links. For this, the bidder can access through Supplier registration via MCGM Portal.

There are two methods for this registration :**(II and III)**

II. Transfer from R3 (registered bidders with MCGM) to SRM

      a.Bidders already registered with MCGM will approach to Vendor Transfer cell.

      b. Submit his details such as (name, vendor code, address, registered Email ID, pan card etc.) to Vendor transfer cell.

      c. MCGM authority for Vendor Transfer, transfers the Vendor to SRM application from R3 system to SRM system.

      d. Transferred Vendor receives User ID creation link on his supplied mail Id.

      e. Vendor creates his User ID and Password for e-tendering applications by accessing link sent to his mail ID.

III. Online Self Registration (Temporary registration for applicant not registered with MCGM)

      a. Vendor fills up Self Registration form via accessing MCGM portal.

      b. Vendor Transfer cell (same as mentioned above) accesses Supplier Registration system and accepts the Vendor request.

      c. Accepted Vendor receives User ID creation email with Link on his supplied mail Id.

      d. Vendor creates his User ID and Password for e-tendering application.

IV. CONTRACTORS BIDDING: Applicant will Quote and Upload Tender Documents

      1. Access e-tender link of SRM Portal

      2. Log in with User ID and Password

      3. Selects desired Bid Invitation (he wants to bid)

      4. To download tender documents contractors will have to pay online Tender fee. The same can be done by accessing Pay Tender Fees option.By selecting this option, one will be able to pay Tender fee through Payment Gateway-If transaction successful, Contractors can register his interest to participate. Without Registration one cannot quote for the Bid/Tender.

      5. Applicant will download Tender Documents from etendering portal.

      6. Applicant will upload Packet A related and Packet B related Documents in Packet A and Packet B folder respectively.

7. All the documents uploaded have to be digitally signed and saved. Contractors can procure there digital signature from any certified CA's in India.

8. Bid security deposit/EMD should be paid online as mentioned in tender.

9. For commercial details (in Packet C) contractors will fill data in Item Data tab in Service Line Item via details and quotes his "Percentage Variation" (i.e.% quoted) figure.(If entered '0' it will be treated as at par. By default the value is zero only.
10. Applicants to check the bid, digitally signs & save and submit his Bid Invitation.
11. Applicants can also save his uploaded documents/commercial information without submitting the BID for future editing through 'HOLD' option.
12. Please note that "Hold" action do not submit the Bid.
13. Applicants will receive confirmation once the Bid is submitted.

14. Bid creator (MCGM) starts Bid Opening for Packet **A** after reaching End Date and Time and Bid Evaluation process starts.

As per Three Packet system, the document for Packet **A & B** are to be uploaded by the tenderer in 'Vendor's document' online in Packet A & B. Before purchasing/ downloading the tender copy, tenderer may refer to post- Qualification criteria mentioned in Section 3.

The tenderer shall pay the EMD/Bid Security through payment gateways before submission of Bid and shall upload the screenshot of receipt of payment in Packet **'A'** instead of paying the EMD at any of the CFC centers in MCGM Ward Offices.

The e-tender is available on MCGM portal, https://portal.mcgm.gov.in, as mentioned in the Header Data of the tender. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. The Packet **'A'**, Packet **'B'** & Packet **'C'** of the tenderer will be opened as per the time-table mentioned in Section Section 4.1

The Municipal Commissioner reserves the right to reject all or any of the e-Tender(s) without assigning any reason at any stage. The dates and time for submission and opening the tenders are as mentioned in Section 4.1. If there are any changes in the dates the same will be displayed on the MCGM Portal (https://portal.mcgm.gov.in).

4.5   Bid Preparation Cost

1. The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in the conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by MCGM to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. MCGM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2. This bid does not commit MCGM to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award.All materials submitted by the Bidder shall become the property of MCGM and may be returned at its sole discretion.

4.6 Pre-bid Meeting

1. MCGM will host a Pre-bid Meeting for queries (if any) by the prospective bidders. Details regarding the date, time and place of the meeting are providedin Section 4.1. A maximum of three representatives of each of the the bidder may attend the pre-bid meeting on the production of authority letter from the applicant at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information, necessary for them to submit their bid.

2. All enquiries from the bidders relating to this bid must be submitted to the designated contact person as mentioned in section 4.1 of this bid document.The queries should necessarily be submitted in the following format as a Microsoft Word/Spreadsheet document only, else it will not be entertained:

Sr. No.	Bid Document Reference (Page No)	Bid Document Reference (Section Number)	Bid Document Reference (Section Name)	Content of the BID requiring clarification	Clarification Sought/Query
1 2 ...					

3. Authorisation letter in the name of the person attending the pre-bid meeting needs to be submitted on the letterhead of the Bidder during the pre-bid meeting in the format specified in Annexure VI.

4. Queries submitted post the specified deadline or which do not adhere to the specified format may not be responded to. All the responses to the queries (clarifications / corrigendum) shall be made available on the MCGM portal or in the etendering website.

4.7 Amendment of Bid Document

1. At any time before the deadline for submission of bids, MCGM, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documentby an amendment. All the amendments made in the document would be informed to all the participating bidders through email.

2. The bidders are advised to visit the MCGM website as stated in section 4.6 of this document on regular basis for checking necessary updates. MCGM also reserves the rights to amend the dates mentioned in this bid for bid process. It will be assumed that the amendments have been taken into account by the Bidder in its bid.

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

4.8 Earnest Money Deposit (EMD) and Refund

1. Bidders shall pay, along with their Bids, EMD amount as mentioned in Section 4.1, and it shall be paid online.

2. In case a bid is submitted without the EMD as mentioned above then MCGM reserves the right to reject the bid without providing opportunity for any further correspondence to the Bidder concerned.

3. The EMD shall be denominated in Indian Rupees only. No interest shall be paid by MCGM towards the deposited EMD.

4. The bidder shall have to pay EMD for the entire amount calculated i.e. EMD should pe paid one time only for the entire amount calculated.

5. EMDs of all bidders barring first four lowest Bids shall be returned immediately after recommendation of bid committee without waiting for their request. EMD of 3rd and 4th lowest Bidder shall be returned on their written request after recommendation of bid committee. After returning EMD to these two bidders, for any reasons, if these bidders become eligible for contract as per the recommendation of bidCommittee, they will not have any right to claim the contract. After issuing acceptance letter to the lowest Bidder, the EMD of 2nd lowest Bidder shall be returned immediately without waiting for request. EMD of the successful Bidder will be refunded after submission of Performance Bank Guarantee and compliance of contractual formalities.

6. The EMD may be forfeited in any of the following cases:

    i. If a Bidder withdraws its bid or increases its quoted prices during the period of bid validity or its extended period, if any

    ii. In the case of a successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in this bid document

    iii. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization

    iv. During the bid process, if any information is found wrong / manipulated / hidden in the bid.

7. The decision of MCGM regarding forfeiture of the EMD and rejection of bid shall be final and shall not be called upon question under any circumstances.

8. Unsuccessful bidder's EMD shall be returned to the unsuccessful bidder within 120 days from the date of opening of the Commercial bid.

9. EMD of Successful bidder will be returned after the award of contract and submission of the performance Bank Guarantee within specified time.

10. No rejections and forfeiture shall be done in case of curable defects. For non-curable defects the 10% of EMD shall be forfeited and bid will be liable for rejection.

Note:

1) Curable Defect shall mean shortfalls in submission such as:

a. Non-submission of following documents,

     i.   Valid Registration Certificate

    ii.   Valid Bank Solvency

    iii.   Sales Tax Registration Certificate (VAT)

    iv.   Certified Copies of PAN documents and   photographs of indi- viduals, owners, etc

    v.   Partnership Deed and any other documents

    vi.   Undertakings as mentioned in the tender document.

b. Wrong calculation of Bid Capacity,

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

2) Non-curable Defect shall mean

a. In-adequate submission of EMD amount,

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

4.9   Rights to Terminate the Process

1. MCGM may terminate the bid process at any time and without assigning any reason. MCGM makes no commitments, express or implied, that this process will result in a business transaction with anyone.

2. This biddocument does not constitute an offer by MCGM. The Bidder's participation in this process may result in MCGM selecting the Bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by MCGM to execute a contract or to continue negotiations. MCGM may terminate negotiations at any time without assigning any reason.

4.10 Solvency Certificate

1. A valid Bank Solvency Certificate of amount as mentioned in Section 4.1issued not more than six months prior to the date of submission of bid needs to be submitted in the Pre-Qualification folder (Packet 'A').

4.11 Submissions of Bids

1. Complete bidding process will be online (e-Bidding) in three packet system. All the notification and details regarding terms and conditions related to this bid notice hereafter will be published online on web site http://www.mcgm.gov.in/irj/portal/anonymous/qleBids.

2. Bidding documents can be seen, downloaded and submitted in electronic format on the MCGM website. The deadline for submission of bid is specified in section 4.1 of this document.

3. Technical bids will be opened as per the details found in section 4.1 of this document.

4. Bidder should submit information and scanned copies of all the documents in PDF format in Pre-Qualification folder (Packet 'A') as mentioned in the Bid Document.

5. Bidder may be requested to submit original documents for verification during evaluation of technical bids as and when required.

6. Time and date of opening of financial bid will be informed by email to technically qualified bidders.

7. An authorized representative of the Bidder should have valid class II / III Digital Signature Certificate (DSC) obtained from any Certifying Authority. The authorized representative of the Bidders shall digitally sign the original Technical bid and Commercial bid. The authorization shall be in the form of a written power of attorney accompanying the bid or in any other form demonstrating that the representative has been duly authorized to sign.

8. On opening the Pre-Qualification folder, if is found that the Bidder has not submitted required documents as per Pre-Qualification folder (Packet 'A') then the Bidder shall be intimated to comply with the said documents within 3 days from the intimation from MCGM (through email), otherwise 10% EMD will be forfeited and bid will be treated as non-responsive

9. MCGM reserves the right to accept or reject any or all the Bids without assigning any reason. Moreover, if no intimation is provided by MCGM then the documents submitted cannot be deemed as accepted.

4.12 Site Visit
1. Biddersare welcome to visit the site/s and obtain additional information at their own cost and responsibility. However, a prior appointment with the concerned officials is recommended.

4.13 Language of Bids
The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

4.14 Bid Submission Format
1. The entire bid shall strictly be as per the format specified in this bid.

4.15 Documents Comprising of Bids
1. Following table is provided as the guideline for submitting various important documents along with the bid.

#	Type of Envelope	Documents to be submitted
01	Pre-Qualification Folder (Packet A)	✓ Cover Letter ✓ Board Resolutionauthorizing the Bidder to sign/ execute the bid as a binding

		document and also execute all relevant agreements forming part of bid or Power of Attorney executed by the Bidder in favour of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this bid
		✓ Valid Bank Solvency Certificateas specified
		✓ Copy of GST registration certificate.
		✓ Bidder's Particulars as per specified format
		✓ Self-declaration by Authorized Signatory to certify that the products quoted are not end of life for the next 5 years or end of sale products as well as OEM certificate for the same as per specified format
		✓ All the documentary evidence required as per pre-qualification criteria mentioned in **section 3 (Pre-Qualification Criteria)** of this bid
02	Technical BidFolder (Packet B)	✓ Bidder's Particularsin the format specified
		✓ Authorization letters from OEM/s
		✓ Letter on OEM letter head that the hardware will not be under EOL and EOS till next 5 year
		✓ Commercial Bid Cover Letter
		✓ " Best Price" Offer letter
03	Commercial BidFolder (Packet C)	To be submitted online

2. Bidders shall furnish the required information on their Pre-Qualification, technical and financialbids in enclosed formats only. Any deviations in format may make the bid liable for rejection. Disclosure of Commercial information of the bid in Pre-Qualification or Technical Envelope shall be sufficient grounds for rejection of the bid.
3. The bidders shall categorically provide their Email-ID in packet 'A'.

4.16 Withdrawal of Bids

1. A Bidder wishing to withdraw its bid shall notify to MCGM by e-mail prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by electronic means such as e-mail, but it must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids. The notice of withdrawal shall
    a. Be addressed to MCGM at the address named in the Bid Data Sheet
    b. Bear the Contract name, the <Title> and < Bid No.>, and the words "Bid Withdrawal Notice." Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a valid submitted bid.
2. No bid should be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the Bid Data Sheet. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's EMD.

4.17 Evaluation Process

1. The evaluation process of the bid proposed to be adopted by MCGM is indicated in this section. The purpose of this section is to provide the Bidder an idea of the evaluation process that MCGM may adopt.

2. MCGM may appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the technical and commercial bids received. The HOD /BEC will examine the Bids to determine whether they are complete, responsive and whether the bid format conforms to the bid requirements. MCGM may waive any informality or non-conformity in a bid which does not constitute a material deviation according to MCGM.

3. There should be no mention of bid prices in any part of the bid other than the Commercial Bid.

4. Any attempt by a bidder to influence the bid evaluation process may result in the rejection of Bid.

4.18 Evaluation of Technical Bids

- The Technical Bids of only those Bidders, who qualify in the Pre-Qualification stage, shall be considered and will be evaluated as per the evaluation criteria in this clause. The HOD /Bid Evaluation Committee (BEC) shall invite each Bidder to make a presentation-cum-demonstration as part of the technical evaluation.

- The HOD /BEC may require verbal/written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents (to be stated precisely as it should be in MCGM's interest). In order to qualify technically, a Bid must secure a minimum of 70% of total marks in technical evaluation after summing up. Only those Bids which have a minimum score of 70% of total marks in technical evaluation will be considered for opening of their Commercial Bid. However, the Director reserves the right to lower the minimum required marks if none of the Bidders achieves 70% of the total marks. Only the Bids qualifying the technical evaluation will be considered for commercial evaluation.

- The bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the Bid document and adopting the evaluation criteria spelt out is below.

4.19 Opening of Technical Bid

1. MCGM shall open the Technical Bids in public, in the presence of Bidders' designated representatives and anyone who chooses to attend, at the address, and at the date and time specified in Section 4.1.

2. Only bids that are opened and read out at the bid opening and whose EMD has been paid online through the Online EMD Application shall be considered further.

3. All the bids shall be opened one at a time, reading out the name of the Bidder, the presence of an EMD, and any other details as MCGM may consider appropriate.

4. MCGM shall prepare a record of the bid opening that shall include, at a minimum: the name of the Bidder and the presence or absence of EMD. The Bidders' representatives who are present shall be requested to sign the attendance sheet.

5. Authorization letter in the name of the person attending bid opening meeting needs to be submitted on the letterhead of the Bidder during bid opening in the format specified in the bid document.

6. Once the bids are opened each bid will be checked for pre-qualification criteria.

4.20 Opening of Commercial Bid

a) Bidders should necessarily give the financial details in the formats given in commercial section of this RFP. All the financial details should be given in the prescribed format only and in accordance to the details and terms and conditions as mentioned in the RFP (hence the Bidder is expected to understand the RFP in all respects). In case the selected bidder does not quote for or provision for any hardware / software / any other expenses required to meet the requirements of the RFP, he shall be solely responsible for those and would be required to provide them, without any additional cost to MCGM.

b) The Bidder is expected to price all the items and services sought in the RFP and proposed in the Technical Proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.

c) The Commercial bids shall not be opened by MCGM until the evaluation of the Technical Proposals has been completed.

d) MCGM may seek clarifications from the Bidder on the Technical Proposal. Any of the clarifications by the Bidder on the Technical Proposal should not have any commercial implications. The Commercial Proposal submitted by the Bidder should be inclusive of all the items in the Technical Proposal and should incorporate all the clarifications provided by the Bidder on the Technical Proposal during the evaluation of the technical offer.

e) After the technical evaluation is completed and MCGM has issued its no objection (if applicable), MCGM shall inform the Bidders who have submitted proposals and cleared the technical evaluation, and shall notify those Bidders whose Proposals did not pass technical evaluation or were considered non responsive to the Bid Document and scope of work, that their Financial Proposals will not be opened.

f) MCGM shall simultaneously notify in writing Bidders that have cleared the technical evaluation, the date, time and location for opening the Financial Proposals. The opening date should allow Bidders sufficient time to make arrangements for attending the opening. Bidders' attendance at the opening of Financial Proposals is optional.

g) Financial Proposals shall be opened publicly in the presence of the Technically Qualified Bidders' representatives who choose to attend. The name of the Technically Qualified Bidders shall be read aloud.

h) MCGM shall prepare a record of the bid opening that shall include, at a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, and the presence or absence of a bid security. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders.

i) Authorization letter in the name of the person attending bid opening meeting needs to be submitted on the letterhead of the Bidder during bid opening in the format specified in Annexure VI.

j) If a Financial Proposal is seriously unbalanced or front loaded in the opinion of MCGM, MCGM may require the Bidder to produce detailed analyses for any or all items of the Technical and Commercial Proposals, to demonstrate the internal consistency of those prices with the methodologies and staffing proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated contract payments, MCGM may require that the amount of the Performance Bank Guarantee be increased at the expense of the Bidder to a level sufficient to protect MCGM against financial loss in the event of default of the successful Bidder under the Contract.

k) The Commercial Bids will be evaluated by MCGM for completeness and accuracy. Arithmetical errors will be rectified on the following basis –

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

- If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

- If there is a discrepancy between words and figures, the amount in words will prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the points above.

l) The amount stated in the proposal form, adjusted in accordance with the above mentioned procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

m) If the bidder does not accept the correction of errors, its bid will be rejected and the bid security may be forfeited.

n) Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost.

o) Commercial Proposal shall not contain any technical information.

4.21 Error correction in Commercial Proposal

➢ Bidders are advised to exercise adequate care in quoting the prices.

➢ The quoted price shall be corrected for arithmetical errors as mentioned in 4.20

➢ The amount stated in the Commercial Proposal, adjusted in accordance with the above procedure and as stated in this RFP, shall be considered as binding on the Bidder for evaluation.

4.22 Selection Method

Based on the technical evaluation criteria, each bidder shall be given marks as per the technical evaluationcriteria. Only those bidders scoring 70% and above (70out of 100), technical marks cut-off being 70%, in thetechnical evaluation shall be shortlisted for commercial evaluation.

MCGM shall determine the Successful Bidder following Lowest -Evaluated Bid Selection Method

MCGM shall compare all substantially responsive Bids to determine the lowest-evaluated (L1) bid. The Bidderwith the lowest-evaluated Financial Proposal shall be declared as the Successful Bidder.

The L1 shall be determined based on the lowest commercial quote as per the commercial format in packet C.

Decision of MCGM/MCGM Bid Evaluation committee shall be final.

4.23 OEM / Service Provider Partner Participation Criteria

1. In the case of non-proprietary and proprietarysolution, the Bidder will be required to submit a Manufacturer's Authorization Form from the OEM stating that the Bidder in concern would be bidding

for implementation. The template for this form can be found in the Annexure II section of this document.

2. Firms with common Proprietor/Partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each other such as husband, wife, father/mother and minor son/daughter and brother/sister and minor brother/sister, shall not tender separately under different names for the same contract.

3. If it is found that firms have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.

4. If it is found that close relatives (as described above) have uploaded separate tenders/quotations under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/ firms, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such tenders shall be liable for penal and legal action including blacklisting.

5. If after awarding the contract it is found that the accepted tender violated any of the directions pertaining to participation as stated above, the contract shall be liable for cancellation at any time during its validity in addition to penal action including blacklisting against the contractors as well as related firm/establishment.

4.24 Rights to Accept/Reject any or all Bids

1. MCGM reserves the right to accept or reject any bid, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders on the grounds forMCGM's action.

4.25 Clarification

Bidder requiring any clarification on the tender may notify MCGM in writing or by fax or e-mail. They should send in their queries before the date specified in Section 4.1. MCGM shall Endeavor to respond to the queries within the period specified therein. The responses will be sent by fax and/or e-mail. MCGM will forward all the queries and its responses thereto, to all purchasers of the TENDER without identifying the source of queries.

MCGM shall Endeavor to respond to the questions raised or clarifications sought by the Bidder. However, the MCGM reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the MCGM to respond to any question or to provide any clarification, but not later than the date provided in Section 4.1.

MCGM may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidder. All clarifications and interpretations issued by MCGM shall be deemed to be part of the tender. Verbal clarifications and information given by MCGM or its employees or representatives shall not in any way or manner be binding on the MCGM.

4.26 Notifications of awards and Signing of Contract

1. Prior to the expiration of the period of bid validity, the Bidder will be notified in writing or by FAX/email that theirbid has been accepted.

2. The notification of award will constitute the formation of the Contract. Upon the Bidder's executing the contract with MCGM, it will promptly notify each unsuccessful bidder and return their EMDs.

3. At the time MCGM notifies the successful Bidder that its bid has been accepted, MCGM will send the Bidders the proforma for Contract, incorporating all clauses/agreements between the parties. The successful Bidder shall sign and date the Contract and return it to MCGM. Draft Format of the contract has been included in the bid document.

4.27 Performance Bank Guarantee

1. The Bidder shall at his own expense, deposit with Corporation, within Thirty (30) working days of the notification of award of the contract / prior to signing the contract, an unconditional and irrevocable Performance Bank Guarantee (PBG) from the list of approved banks (specified in the bid document)as per the format given in this bid, payable on demand, for the due performance and fulfilment of the contract by the Bidder.Failing to which the Earnest Money Deposite of the Bidder will be forfeited.

2. This Performance Bank Guarantee will be for an amount equivalentto 10% of the totalcontract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder.

3. Details on validity of the performance bank guarantee are specified under section 4.1 of this document. The Performance Bank Guarantee letter format can be found in this document.

4. The Performance bank Gurantee will not be accepted in broken period and same will be one complete for entire DLP period.

5. As per provision of Bombay Stamp Act 1958, 0.5% stamp duty is payable for security deposit.

6. The Performance Bank Guarantee may be discharged/ returned by Corporation upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

7. In the event of the Bidder being unable to service the contract for whatever reason, MCGM would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of MCGM under the Contract in the matter, the proceeds of the PBG shall be payable to MCGM as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. MCGM shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

8. The 30 day notice period shall be considered as the 'Cure Period' to facilitate the Service provider to cure the breach. The PBG shall be evoked only if the breach is solely attributable to the bidder and the bidder fails to rectify the breach within the 'Cure Period'.

9. MCGM shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to the Bidder, the equivalent value of any payment made to the Bidder due to inadvertence, error, collusion, misconstruction or misstatement.

4.28 Failure to agree with the Terms and Conditions of the Bid/Contract

1. Failure of the Bidder to agree with the Terms and Conditions of the bid/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive Bidder (i.e. L2 Bidder).

4.29 Terms and Conditions of the Bid

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

4.30 Legal and Stationery Charges

Successful tender shall pay the Legal Charges +Stationary charges as per MCGM Circular.

Contract Value	Legal Charges+Stationery Charges
Up to Rs 10,001 to 50,000 /-	-
From Rs. 50,001/- To Rs. 1,00,000/-	Rs. 5710/-
From Rs. 1,00,001 /- To Rs. 3,00,000/-	Rs. 9430/-
From Rs. 3,00,001/- 5,00,000/-	Rs.11.330/-
From Rs. 5,00,001/- 10,00,000/-	Rs. 13190/-
From Rs. 10,00,0001/- 20,00,000/-	Rs. 15060/-
From Rs. 20,00,001/- 40,00,000/-	Rs. 16960/-
From Rs. 40,00,001/- 1,00,00,000/-	Rs. 18830/-
From Rs. 1,00,00,001/- 10,00,00,000/-	Rs. 22,220/-
From Rs. 10,00,00,001/- 20,00,00,000/-	Rs. 25650/-
From Rs. 20,00,00,001/- 30,00,00,000/-	Rs. 29070/-
From Rs. 30,00,00,001/- 40,00,00,000/-	Rs. 32490/-
From Rs. 40,00,00,001/- 50,00,00,000/-	Rs. 35880/-
From Rs. 50,00,00,001/- 1,00,00,00,000/-	Rs. 42720/-
From Rs. 1,00,00,00,001/- to 2,00,00,00,000/-	Rs. - 52,970/-
From Rs. 2,00,00,00,001/- to 3,00,00,00,000/-	Rs. 59,790/-
From Rs. 3,00,00,00,001/- to 4,00,00,00,000/-	Rs. 68,290/-
From Rs. 4,00,00,00,001/- to 5,00,00,00,000/-	Rs. 76,820/-
From Rs. 5,00,00,00,001/- to Any amount	Rs. 85,380/-(Maximum)

The tenderers are requested to note that stationary charges as given in the table above will be recovered from the successful tenderer for supply of requisite prescribed forms for preparing certificate bills in respect of the work.

4.31 Stamp Duty

1. The stamp duty payable for the contract shall be borne by the Service Provider IN WITNESS whereof the parties hereto have signed this on the day, month and year written as part of the agreement.

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

Contract Value	Stamp Duty
Up to Rs 10,00,000 /-	Rs 500 /-
From 10,00,001 /- to Any Limit	Five hundred rupees plus 0.1% of the amount above rupees ten lakh subject to maximum of rupees twenty five lakhs.
On Bank Gurantee	0.5% of B.G. amount.

3. The successful bidder shall pay stamp duty on BG as well as extended BG @0.5%f the BG amount as per MCGM Circular no Ch.E./BM/17800/II dated 07/01/2016

4. The successful Bidder shall enter into a contract agreement with MCGM within 30 days from the date of issue of Work Order and the same should be adjudicated for payment of Stamp Duty by the successful Bidder.

5. Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai City and Mumbai Suburban District be recovered from the successful bidder and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favour of "Superintendent of Stamp, Mumbai" within 15 days from intimation thereof.

6. All legal charges and incidental expenses in this respect shall be borne and paid by the successful Bidder.

5   Scope of Work

5.1   Project Objective
MCGM wishes to engage an Agency (hereafter referred to as "Service Provider", "Selected Agency", "Vendor", and "Bidder") for a period of three years for this project with an option to extend as per need of MCGM. The Service Provider shall be responsible for managing IT Facility, MCGM Network & Communication along with Bandwidth monitoring and tool required for ITSM across all offices of MCGM.

5.2   Summary of Scope

MCGM's IT ecosystem includes applications which cater to internal departmental functions (such as SAP, EOffice, GIS, etc.) and those that serve the citizens (such as AQUA: Water Billing System, CVS: Capital Value

System, etc.). These applications are hosted either on Cloud Data Center or inhouse depending on the requirements. The cloud servers are accessible across MCGM's network either over P2P or MPLS connectivity at the end location. The client-side infrastructure in terms of desktop computers, scanners and printers plays an important role in ensuring that MCGM employees can seamlessly use the application from their respective office locations.

The selected bidder is required to provide below mentioned services as per Industry standard. The selected bidder is also expected to do project planning, project management and provide proactive solutions for challenges faced by FMS from Network and server perspective.

The scope of services shall comprise of operation, monitoring, maintainance, coordination with OEMs/ISP/MCGM and provide services as per MCGM requirement (Refer Section 8.3, Commercial Bid format & Instructions) for following:

1. **Server systems support hosted at WDC**
2. **Monitoring and Maintanince of Network (LAN & WAN) systems support across MCGM including all required tool**
3. **System & Hardware support deployed at Client site for all MCGM location**
4. **Support Services – Non-IT systems**
5. **Supply, installation, configuration, monitoring and maintenance of hardware and software as per list provided in this RFP.**

In implementing the above, the bidder shall strictly adhere to the MCGM policies. The details about the above-mentioned services are covered in below sections. It is expected that the bidder follows ISO 20000 standards for IT service management and other ISO as per applicable for MCGM including security. The bidder will have to inform MCGM proactively in case of expiry oflicenses or unavailability of any tools and must ensure service availability and SLA adherence irrespective of tools deployed.

Proposed implementation services include, but not limited to, customization and parameterization, testing, installation, production roll-out and go-live. Implementation for the proposed solutions across all the locations will be done by the bidder. Following are the sections which are expected to implement by bidder. However bidder to ensure that the tool will be deployed by the OEM and certification from the OEM is required to confirm the tool is installed as per the best industry practice.

Highly available 24/7 data center operation
- Server consolidation and virtualization of higher version
- Deployment of scalable technologies allowing for growth
- Automation and consolidation of IT systems management
- Redundancy within the systems
- Reduction of power consumption and operation costs
- OEM needs to certify the installation of virtualization platform and have to arrange required training to MCGM users.

5.3   Project Planning & Management

The success of the project depends on the proper project planning and management. At the onset, the Service Provider shall plan the project implementation in great details and should provide a micro level view of the tasks and activities required to be undertaken in consultation with MCGM. Initial list of planning related tasks and procedures (along with corresponding documentation) that the Service Provider should be submitted at the onset is as follows:

- **Project Schedule:** A detailed week-wise timeline indicating various activities to be performed along with completion dates and resources required for the same.
- **Manpower Deployment List:** List and number of all manpower that will be deployed, with the task assigned to each. Roles and Responsibilities of every type of manpower should be mentioned in deployment plan.
- **Transition Plan:** Bidder to provide the detailed approach & plan for taking over existing FMS.
- **Resource Deployment List:** List and number of all resources other than manpower that shall be required.
- **Communication Plan:** Detailed communication plan indicating what form of communication will be utilized for what kinds of meeting along with recipients and frequency.
- **Progress Monitoring Plan:** Detailed Daily, Weekly, Monthly Progress Report formats along with issue escalation format. The format shall be approved by MCGM to the successful bidder before start of the project.
- **Standard Operating Procedures:** Detailed procedures for monitoring the WDC, Client-side infrastructure and MCGM network.
- **Risk Mitigation Plan:** List of all possible risks and methods to mitigate them.
- **Escalation Matrix & Incident Management:** A detailed list of key contact persons with contact details with escalation hierarchy for resolution of issues and problems. This has to be via an Incident Management system.

5.4   Services for Network & Servers installed at MCGM

The bidder is responsible for providing network & server management services, storage management services, monitoring of database administration services, application monitoring services, back up and restoration services, active directory management and IT security support services. Please refer annexure XI for list of IT Inventory deployed at MCGM for which the selected bidder is required to provide the Facility Management services. The service expected from bidder to provide end to end solution for all the client systems including in-house systems network link and other non-IT components. The Bidder shall design and rollout a set of appropriate System Administration Policies for IT Systems Administration, with precise definition of duties, adequate segregation of responsibilities and obtaining the approval for the same from MCGM. System Administration Policies, to be defined by the bidder shall include the following activities:

- Overall management and administration of IT Infrastructure
- Replacement/Maintainance of any device hardware mentioned in Annexure of this bid
- Shifting of server/network/rack from one location to another with all accessories (within building/city)
- Performance tuning of the system to enhance system's performance and comply with Service Level requirements on a continuous basis.
- Security management including monitoring security and intrusions into the system.
- Monitor and track server and network performance and take corrective actions to optimize theperformance on a daily basis.
- Escalation and co-ordination with any other vendors for problem resolution wherever required.
- Data storage management activities including regular backup, restore and archival activities.
- Support to system users with respect to attending to their requests for assistance in usage andmanagement of servers/applications.
- The Bidder shall design these policies (Access, Backup, Restoration) as per ISO 20000 standard for IT Service Management, as well asInformation Technology Infrastructure Library (ITIL) best practices.
- The bidder shall implement these policies while conducting system administration and Facility management of the IT Infrastructure under the scope of work during the entire contract duration.
- The bidder shall submit documentation of these System Administration Policies and get it approved from MCGM.
- The bidder shall support MCGM for managing compliance with any standard that MCGM wishes to implement such as ISO 20000, ISO 27001, ISO 9000, etc.

- The bidder shall support MCGM appointed agencies offering audit, consulting, CSP, application developmentand maintenance, disaster recovery, network services.
- The bidder should supply, install, commission and monitor the network as per the hardware list given in the RFP
- Bidder to monitor the LAN and WAN network connectivity and raise a ticket with the respective OEM/ISP to restore on the priority.
- Bidder to provide the monitoring tool for servers supplied under this project and LAN monitoring mechanism.

NOTE: Bidder is required to provide support services for all platforms (i.e. RHEL, Windows, VMware etc) and system software (i.e. application server software, database software, monitoring tools, etc.) deployed at WDC

The detailed activities to be carried out by selected bidder are listed in below sections:

5.4.1   Hardware Maintenance Services

- Bidder shall provide support, operation and management of all the Hardware/Network component/devices connected to Worli Data Centre and across MCGM environment.

- Bidder shall coordinate with the respective OEM for Warranty or AMC vendor for repair /replacement of hardware items provided/listed in the RFP.

- Bidder shall take over the comprehensive maintenance services / warranties of the hardware (details enclosed inthe RFP presently covered by third party/ies subsequently from the expiry of the present third-party AMC / warranty contracts.

- Provide Replacement of any passive components at the data center in order to support the uptime and SLA.

- Data center structure cabling includes proper cable router, rack management, device mounting etc.

5.4.2   Management Support Services

Bidder shall provide Server Management Services for various Servers and shall include following along-with all other actions, which are necessary for optimum utilization of the Servers and ensure availability of application including maintaining the uptime of the server as per the SLA. Given below is an initial list of tasks to be performed by the bidder for support services. MCGM may direct bidder to perform any additional / similar tasks, as per its requirement during the contract period.

Server management:
1. Bidder is expected to run VA for all the servers hosted at MCGM and submit the report with no extra cost to MCGM.
2. Installation, re-installation and un-installation of Operating System Software on Server whenever required as per MCGM requirment.
3. Installation / Upgradation of packages and patches of Operating System and other software as and when available or provided by OEM. This will be done in coordination and confirmation withMCGM & respective application owners subject to compatibility of application and approval from MCGM.
4. Carry out and support Migration activity of servers on virtualised/ non-virtualised platform based on MCGM's requirements.
   During the course of contract, MCGM may decide to migratethe servers to any platform.
   Following activities are required to carry out by selected bidder:
   a. Assist MCGM for best practices to be followed & implemented
   b. Administration & management of servers
   c. User Administration / User Access Management

      d. License Management support &Patch Deployment
      e. Co-ordination with MCGM & service desk for Incident and Problem Management
      f. Perform day to day status checks to ensure upkeep of MCGM virtualized environment
      g. Performance Tuning
      h. Facilitate in health check and architecture review (twice in a calendar year)
      i. Monitor and optimize their virtualized environment (including VM servers)
      j. Create custom reports & dashboards (wherever technically feasible) to assist MCGM for reporting
      k. Management & operational level customized dashboards

5. Removal and maintenance of packages
6. Orderly start-up and shutdown of servers as per laid down procedures& best practices

Storage / Disk Configuration and management:
7. Creation / configure/ modify Disk Volumes.
8. Creating /adding new file systems, logical volumes
9. Proactive/ Re-organizing Disk Space Management
10. Disk and file system cleanups and maintenance
11. Automation of disk cleanup operations
12. Creation, deletion, modification and management of Operating System Level Users/Groups

Network & Connectivity Management:
13. Configurations of routes on servers/routers/swtiches to enable organization-wide access, if required
14. TCP/IP management/ Network troubleshooting
15. Time synchronization between various servers/routers/switches using NTP services

Services Configuration and Management:
16. Ensure all critical and essential services are running on the server
17. Ensure all non required services are not running on the server
18. Print & NFS management
19. Domain controller & Domain Name service management like DNS
20. Support for installation and smooth running of various applications running on these servers**.**

Backup and Restore / Recovery Configuration and Management:
The Selected bidder is required to carry out backup activities as per MCGM Backup Policy. The policy shall be shared with selected bidder.
21. File server backups
22. Configuring of drives
23. Configure additional / new Backup jobs
24. Modify Existing Backup jobs
25. Backup monitoring & troubleshooting
26. Restoration of operation of server back after any failure using backup data
27. Recovery of data in case of hard disk or system crash
28. Resolving server operations problems, like system 'hang', hard disk crash etc. and keeping a log of the same
29. Performing periodic backup of all system files / volumes as identifieds by application owner and to be done subject to backup window available on LTO and backup space availability. MCGM shall provide adequate media

Log Configuration and Management:
30. Housekeeping on the log files after it reaches a specific size
31. Schedule and optimize the services running on the server
32. Operating System performance tuning like kernel optimization

Security Management:
33. Configuring Account policy, Access rights, Password Management & Control.
34. File level and share level access control
35. Addition, deletion and maintainance of system in domain
36. Group and system policies implementation
37. Escalation of unresolved cases to principal vendors / OEM
38. Incident Analysis (Root Cause Analysis (RCA))
39. Capacity Management

40. Change Management
41. Analyzing the logs – (Event logs, sys logs etc)
42. Patch / Hot fix testing.
43. Recovery of server, Proactive Management
44. Hardening of Network & servers if required
45. Creation and management of VLANs

Antivirus Management on client and server side:
46. Updation/Installation of Anti Virus data/ signature / engine/ patches files on all managed servers/clients, Scanning of viruses at client sites
47. Monitoring of the following parameters as a minimum, versus thresholds using basic Server Management tools available on servers, else the **Bidder shall arrange tools for the same without any extra cost to MCGM**
    - Hardware monitoring and other warnings in System log
    - CPU utilization monitoring
    - Physical Memory Utilization
    - Virtual Memory Utilization
    - Swap Space Utilization Monitoring
    - File system space utilization monitoring
    - Physical / Logical Disk Free Space Monitoring
    - Server - Service Status including process and ping Monitoring.
    - Server - Client Status Monitoring.
    - Server Event Log Monitoring (Critical only)
    - Server log monitoring.
    - Server log monitoring - specific pattern / keyword.
    - Average load.
    - System's network traffic
    - Configuration & troubleshoot problems related to OS
48. Capacity planning on the servers. Bidder shall measure, analyze, report on the performance of all the servers. Bidder shall do trend analysis to identify capacity enhancement and submit the report to MCGM for necessary actions. MCGM will be responsible for planning / procuring / providing / allocating required resources for application use
49. The Bidder shall be responsible for upkeep of server racks and server rooms, maintenance of records/registers, logs; standard operating procedures, procedures for shutdown and restart of servers, backing-up and clearing of server logs
50. Required to set the baseline for application response for critical transactions of critical applications
51. Should provide proactive alert in case of violation of baseline performance of normal access of application
52. Provide feedback to the MCGM on any new viruses detected or possible virus attack and take up promptly with OEM/ Support vendor for getting the appropriate patch and carry out the timely maintenance.
53. Any other Server Management / Monitoring services not listed above but required for smooth functioning of Servers as directed by MCGM

5.4.3 Storage Management Support Services

Given below is an initial list of tasks to be performed by the bidder for support services. MCGM may direct bidder to perform any additional / similar tasks, as per its requirement during the contract period.

1. Design, implement, and test enterprise storage solutions architecture
2. Responsible for planning and execution of the storage installation
3. Manage storage environment - disk, tape, SAN, and storage software
4. Monitor existing storage environment - Disk usage, Performance, Storage availability, Reporting on status, etc
5. Maintain backup schedules, Restore and recover data as requested
6. Facilitate off-site storage of tapes
7. Carry out Capacity planning - Forecast pipeline of storage growth and storage requirements, Determine allocation of different storage
8. Ensure Storage space allocation, new volume creation, configurations during upgrades including capacityupdate etc

9. Coordinate with programmers, System Administrators and DBA to optimize storage
10. Ensures compliance with electronic and physical security procedures
11. Carry out Data Migration, replication as required
12. Monitoring and tuning the system to achieve optimum performance levels
13. Perform incident resolution, problem determination and root cause analysis
14. Provide in-depth analysis of the data storage environment to assist in service outage investigations andsupport availability management processes, in general
15. Participate in disaster recovery tests as and when carried out by any vendor
16. Establish and maintain the alerting mechanisms and monitoring systems
17. Provide event, warning, alert, alarm processing and management
18. Provide resolution of all event, warning, alert, and alarm messages
19. Create handover documentation, training, diagnostic scripts, and operational procedures
20. Implement performance and configuration tuning of the Storage and Backup infrastructure in conjunctionwith Capacity Management and Change Management
21. Establish system tuning and performance processes where necessary
22. Provide appropriate security measures for the Storage and Backup infrastructure
23. Provide Storage and Backup infrastructure configuration maintenance.
24. Instigate improvement or remedial activities in operational processes under the control of ChangeManagement
25. Assign and initialize online storage volumes as required.
26. Manage the archiving of inactive files and report on online storage directories for review by operations and DBA staff
27. Conduct routine monitoring using Software tools to measure the efficiency of online storageaccess, and take corrective action as needed (including performance adjustments to Equipmentand Software, or file placement as required to improve service).
28. Bidder responsibilities shall include monitoring Servers and storage for highly utilized disk andgrowth across file Systems
29. Manage online storage thresholds and data archives
30. Monitor user directories for file inactivity and reporting monthly
31. Monitor and maintain file directories and catalogs
32. Provide online storage compaction as needed and as possible within production processing schedules
33. Any other Storage Management / Monitoring services not listed above but required for smoothfunctioning of Storage devices as directed by MCGM

5.4.4 Security Administration Services

Given below is an initial list of tasks to be performed by the bidder for support services. MCGM may direct bidder to perform any additional / similar tasks, as per its requirement during the contract period.
IT/Network Security Services

Managing, operation and maintenance of IT security related products/equipment.
The task also includes:
1. Management and Monitoring of all Security related devices (hardware and software) on regular basis from Internal and external known / unknown vulnerabilities.
2. Corrective action in case of failure of any security related devices (hardware and software).
3. Monitoring of Regular patch and version upgrades on Firewall, Gateway Antivirus and any other security related devices (hardware and software). Proactive action expected by bidder.
4. Reports on Firewall security and performance on predefined frequencies. Also analysis of firewall logs and alerts needs to be provided by the vendor to MCGM. Fine tuning of alerts & IDS need to be carried out by the bidder accordingly.

Firewall Services
1. Installation, re-installation and un-installation of firewall hardware/software whenever required
2. Installation / upgradation of packages, updates, upgrades and patches of Operating System and other software as and when available or provided by OEM. This will be done on request of application owners and subsequent confirmation of compatibility with application. Downloading of freely available upgrades, bug fixes, updates, and patches of OS and other applications running on servers from OEM web sites and installation of the same. Keeping a log for the same.
3. Removal and maintenance of packages
4. Orderly start-up and shutdown of servers as per laid down procedures
5. Device Monitoring – Firewall

6 Critical events for internal / external addresses
7 Critical events for addresses
8 Outgoing protocol usage
9 Incoming protocol usage
10 Protocols used by external/internal IP addresses
11 VPN usage including creation, installation and maintenance
12 Incoming traffic by day of week
13 Outgoing traffic by day of week
14 Internal addressing triggering firewall rules
15 External addressing triggering firewall rules
16 Protocols triggering firewall rules

LDAP Services
1 User Administration on LDAP
2 Create/delete/modify users and groups in AD/domain
3 Customizing login scripts for groups and implementation on domain
4 Controlling user access rights and network security. To be done as per requirement of MCGM
5 Monitor LDAP services installed on the OS
6 **SystemSecurity**:
   • Limiting access to authorized users only
   • Creating user accounts with defined access rights and privileges etc

Authorized User Support
1 Provide support, advice, and assistance to MCGM Authorized Users in a manner consistent with current practices as of the Commencement Date
2 Perform analysis to provide optimal use of production resources
3 Provide technical support and administration for various products and Application rollouts

Encryption Key Management
1. Install, update, and configure encryption software on Servers as requested by MCGM
2. Rotate encryption keys on Servers as requested by MCGM i.e. encryption keys onserver would be rotated

DMZ Security
1. Routinely review access logs and system logs to identify any internet-based intrusion attempts or service attacks. Report unusual or potentially disruptive activity to MCGM's security team.

Active Directory Management
1. Performing regular backup operations at pre-determined frequency as per policies and procedure
2. Manage Group Policy Objects (GPO) backups
3. Create, delete & manage Group Account
4. Modify the membership of a group
5. Check for replication errors and verify the replication happens as per the configured schedule
6. AD metadata cleanup and file management
7. Installation, re-installation, un-installation and upgrading Microsoft Active Directory to newer version whenever available and required
8. Services of implementing Group Policy Objects (GPOs) based on the requirement of implementing IT security for users / desktop PCs / client side hardware.
9. Troubleshooting replication problems, Troubleshooting GPO problems
10. Troubleshooting Netlogon problems, server level
11. Manage Active Directory backup
12. Troubleshooting Desktop related AD issues/providing required details to data center team for troubleshooting AD issues
13. Tool Administration
14. Monitoring health of tool servers, application service running on tool-server.
15. Starting and stopping of services
16. Troubleshooting of any tool related failure like alert issue, report generations issue, maintaining databaseof tool
17. Updating of tool database by configuring new, modified resources to be monitored.
18. Discover, re-discover devices in case of new device installation or modified configuration
19. Customisation of reports being generated by tool
20. Responsible for uptime of tools being deployed

General IT Security Services
1. Modification / implementation of security policies and design (Hardware and Software) if required. Timely response to Change Management request.
2. Advisory/ consulting services for up gradation of the existing Security Infrastructure and recommendation of new devices/ policies.
3. Any other IT security related services not listed above but required for smooth functioning of IT Security as directed by MCGM
4. Environmental Monitoring Services

Below is an initial list of tasks to be performed by the bidder for support services for Non-IT infrastructure. MCGM may direct bidder to perform any additional / similar tasks, as per its requirement during the contract period.

1. Monitor Temperature and humidity levels constantly and review every 3 hours to detect any unusual trends.
2. Ensure that the batteries that support an uninterruptible power supply (UPS) are kept fully charged.
3. Monitor and escalate Adequate Lighting and Emergency lighting connected to UPS
4. MCGM will enforce acceptable methods of controlling physical access not only in the server and network operating room but also for rooms that store sensitive documents or tapes
5. Monitor the systems for power, air conditioning plant etc.
6. Monitor and escalate proper functioning of environmental guards such as Fire Detection / fire Suppression equipment and Water leakage and smoke detection equipment
7. Monitor and escalate continuous Electrical power supply at the proper voltage, current, and phasing.
8. Monitor and escalate Proper Electrical grounding to eliminate outages and potential human injury due to short circuits.
9. Monitor and escalate, if Preventive maintenance of equipment like UPS, AC, Generators, etc. are not timely carried out by respective vendors.
10. Provide general safety training regarding Emergency preparedness for earthquakes and other natural or man-made disasters to all personnel working inside the data center. The training should include, among other things, emergency powering off, evacuation procedure s, first-aid assistance and emergency telephone numbers.
11. Assist MCGM in Procurement and installation of facility management equipment, if required.
12. Provide first level support in case of any non-functionality of access management system and liaison with respective vendors for escalated support.
13. Should be able to proactively monitor infrastructure and suggest customization in configuration so that the amount of unwanted consumption of resources like Power, AC etc can be avoided.
14. Any other environmental services not listed above but required for smooth functioning of environmental services as directed by MCGM
15. MCGM will provide functional space for entire team of FMS with adequate IT/communication infrastructure for managing WDC

5.5 Services for Hardware at Client Site

The Bidder shall be responsible for providing Facility ManagementServices on client site (list of the offices mentioned in the Annexure XII) IT Infrastructure (such as, but not limited to desktops, laptops, printers, scanners etc) such as installation / uninstallation of software, packages and patch management, co-ordination with AMC provider for replacement of parts. The client-side infrastructure support also includes configuration of printers, scanners and troubleshooting of devices. Please refer respective section for list of Client-side Infrastructure deployed across MCGM offices.

The initial list of activities to be performed by Service agency is as follows. MCGM may direct bidder to perform any additional / similar tasks, as per its requirement during the contract period.

Desktop/Laptop /Scanners/Printer/UPS
Given below is an initial list of tasks to be performed by the bidder for support services. MCGM may direct bidder to perform any additional / similar tasks, as per its requirement during the contract period.

1. Bidder may use or provide remote monitoring and access tool to resolve the issue remotely with any commercial to MCGM. The first level of support should be attended remotely within time defined in SLA to avoid any penalty.
2. Installation, re-installation and un-installation of Operating System Software, Office automation / productivity software, email client software, anti-virus software, browsers, client software for various applications of MCGM including SAP GUI software on Desktop PCs, laptop / notebook computers whenever required
3. Installation / Upgradation of packages, updates, upgrades and patches of Operating System, driver software for various peripherals (printers, scanners, MFP) attached to the desktop PC or in the Local Area Network. Other software on desktop PCs, laptop / notebook computers as and when available or provided by OEM. Downloading and installing of available upgrades, bug fixes, updates, and patches of OS and other applications running on servers from OEM web sites and installation of the same. Keeping a log for the same. (Bidder should share the information for EOL & EOS for any devices connected to MCGM network well in advance)
4. Establishing / Re-establishing the network connectivity and application availability after any hardware/software failure. Configuration/reconfiguration of client machines to ensure optimum network connectivity and applications/service availability to all users.
5. Configuring, re-configuring of printers/scanners / print server and resolving / troubleshooting all printing& scanning problems of users.
6. Performing any install, move, add or change of hardware/software at client site.
7. Maintaining record of all new machines, installed movement of machines within site, changes and configuration of machines.
8. Maintenance / troubleshooting shall include determining/rectification of any fault whether due to hardware or software problem, identifying unserviceable parts, replacing parts, if required and resolving the issue.
9. Co-ordinating with the AMC /OEM provider to repair / replacement of parts and retrieve the data and transfer to the new disk to be provided by AMC/OEM Provider, in case of hardware failure which is under warranty or AMC by 3rd party
10. Cleaning of registry from remnant of viruses/worms, incompletely un-installed programs etc. the FMS provider shall use registry maintenance tools of their own after obtaining necessary approvals fromMCGM.
11. Providing Proactive Disk Space Management
12. Re-organizing the disk space whenever required
13. Cleanup and maintenance of Disk and file system
14. Automation of disk cleanup operations
15. Creation, deletion, modification and management of Operating System Level Users, User Groups
16. Selected bidder provided tools and systems for track of anti-virus Updating across the desktops and also update of Patches from a central location. In case of desktop PCs not connec ted to the network, Bidder shall install updates using other means e.g. CD, pen drive etc.
17. Any breakdown/malfunctioning of the UPSshall be attended as per procedures of the original manufacturers and suppliers of UPS & associated equipment(s)
18. Any other desktop / printing related services not listed above but required for smooth functioning of desktop / printing as directed by MCGM
19. Liaison with the concerned OEM in case of any issue for all those Hardware which is in warranty period

NOTE: The desktop management / monitoring services should be capable of desktop monitoring software and OS license metering, hardware inventory.

Antivirus Management Services
MCGM has already implemented one common Antivirus solution across MCGM network. Bidder shall require managing the Antivirus solution at WDC & other MCGM locations. The bidder shall manage service including virus detection, eradication, logon administration, synchronization across servers and support for required security classifications. The scope of services is applicable to all the nodes at client sites for all current and future versions of the Antivirus S/W as per MCGM policy.

Given below is an initial list of tasks to be performed by the bidder for support services. MCGM may direct bidder to perform any additional / similar tasks, as per its requirement during the contract period.

1. Bidder shall monitor the antivirus deployment in the client locations. Any potential virus / worm threat on the managed IT infrastructure shall be brought to the notice of MCGM immediately.
2. Bidder shall take suitable preventive action, in consultation with the Owner to ensure that the IT infrastructure remains virus free.

3. Bidder shall ensure that action against any potential virus outbreak is started at the earliest so that MCGM network remains protected.
4. It is the Bidder's responsibility that all the systems/servers antivirus updates are updated regularly. The Bidder is also responsible for bringing the machine up after a virus attack through MCGM's existing vendors including hired PCs from vendors.
5. In case of a virus attack, the Bidder should try to recover the machine on a best effort basis, but shall not be liable for any loss of data due to the attack.
6. The PCs shall be protected against viruses / worms. Diagnosing and rectifying any virus problems. Escalating the problem cases to OEM of anti-virus signature database.
7. The servers shall be protected and safe guarded against viruses/worms, unauthorized users, spamming etc. and shall maintain, at all times, an updated anti-virus signature database.
8. The latest anti-virus updates/patches shall be required to be made available to all desktops and online antivirus update facility to the desktop shall have to be created.
9. Ensure updating of all anti-virus signatures across the infrastructure
10. Ensure all supported assets are updates as per the latest anti-virus patterns. This shall be done effectively through appropriate tool for desktop control to control desktop settings and prevent user disabling the antivirus updation/scan
11. Any other anti-virus management related services not listed above but required for smooth functioning of anti-virus management as directed by MCGM
12. Bidder has to ensure that entire MCGM networks, servers and PCs remain virus/worm free. Any antivirus software shall, however, be provided by MCGM

5.5.1 Network Monitoring
Bidder has to manage the existing leased line for MCGM network. It will be purely bidder's responsiblity to monitor & maintain the existing MCGM LAN/WAN network. Given below is an initial list of services/ tasks to be performed by the bidder for support services. MCGM may direct bidder to perform any additional / similar tasks, as per its requirement during the contract period

Network Availability
1. Network Availability is defined as end-to-end connectivity and accessibility on the network.
2. In case of Leased Line/WAN Link Management, a trouble ticket will be generated after logging a call with Bandwidth Provider and bidder will do follow up, to restore at the earliest
3. A ticket will be generated when a complaint is lodged. This call logging shall be through NMS-Service Desk/Help Desk integration. Time is recorded from that point onwards till the point the complaint is resolved or MCGM confirms
4. Scheduled and Preventive Maintenance should be planned on Non-business hours with prior written intimation to MCGM in advance. Scheduled and Preventive Maintenance anytime during service hours will be considered unavailability of service

Network Design
Bidder shall be responsible for preparing a network design comprising of both LAN and WAN components to meet the intended objectives and scope of the project. The network design should at least detail out the network connectivity strategy, network scalability, traffic flow management, bandwidth optimization strategy, security strategy, site-wise bill of material, LAN & WAN drawings etc. Any additional network design aspects, to meet overall scope of work also need to be documented by the bidder
Bidder has to share all the documentst retated to network design to MCGM

The Bidder shall provide complete solution for end-to-end connectivity at all MCGM office locations connecting it to the Worli Data Center (WDC) and MHO. The bidder if required would connect existing LAN with new locations.
The bidder shall be required to propose solution for LAN & WAN based on the Network architecture design
solution, also designed should adhere to the IP-QoS without any extra investment by the MCGM. QoS shall basically include but not limited to packet prioritization, bandwidth prioritization at the application/ source IP/ target IP level.
Bidder shall be responsible to configure all the necessary devices for any new MCMG location to bring under MCGM network. Bidder shall be responsible for IP4/IP6 configuraiton. Bidder shall responsible for complete management of ISP including managed bandwidth services.

Network Management Services

Bidder shall be responsible to do configuration / re-configuration / maintenance / monitoring / management of various existing MPLS/ leased circuits / lines

Fault Management

1. Identifying Network, System, Server faults and getting them resolved as per SLA
2. Troubleshooting problems / faults in MPLS/leased circuits / lines,

WAN Management

1. Presently MCGM have MTNL as a primary MPLS bandwidth for across location and somewhere secondary backup as a Railtel ISP. Bidder has to help/guide for maintenance, upgradation on existing link and provisioning of any new link connection. Entire management of this link will be responsibility of bidder
2. Generate trouble ticket using Help Desk tool after logging a call with Bandwidth Provider and follow up the same for its closure
3. Ensure availability and optimum utilization of all Networking, Security components and Servers and their monitoring & trouble shooting for smooth & trouble free network operation.
4. MIS report will be submitted on monthly basis or as and when requested by MCGM
5. Liasioning / co-ordination /Billing/penalty calculation with ISPs for troubleshooting / bringing up any faulty / non-functioning MPLS/leased circuits / lines
6. Configuration / re-configuration / maintenance / monitoring / management of all networking equipmnets
7. Bidder may provide the secondary bandwidth to avoid any downtime and SLA. The billing of such services may be considered under managed WAN services
8. Under managed service, bidder is expected to provide the service for all locations including central location
9. Information of upgradation of IOS file on the device installed. To inform department about the image file up to date and is as per best industry practice. For any issue it has to be highlighted that the devices are obolete and can not be upgraded further. The report needs to be provided monthly basis.

Monitoring

1. Daily monitoring of LAN, WAN including MPLS, P-P link and intenet installed
2. Manual testing, troubleshooting of LAN, WAN.
3. Discovery of existing and all new networking equipment in management software.
4. Updated inventory/asset list of complete IT network infrastructure
5. Updated document for LAN/WAN network diagrams with relevant details
6. Services for link / devices augmentation / deletion, relocation / connection / disconnection etc.

Network Audit Services

Bidder shall be responsible to share all the reports not limited to below

1. Detect Worm Broadcast
2. Protocol Distribution
3. Internet Usage
4. Router/Switch statistics including error, collision, utilization
5. Application response time analysis

5.5.2 Network Security

Security being one of the most important aspects for the MCGM, it would be governed by stringentstandards. Security incidents could consist of any of the following:

Denial of Service Attack: - This shall include non availability of service (Internet bandwidth, messaging service and other web services that consumes related network resources)

Data Theft: - Compromise of any kind of the network

Intrusion: - Successful Unauthorized access to the Purchaser information system, resulting in loss of confidentiality/Integrity/availability of data.

Malicious Traffic: - The bidder shall be responsible for isolation of the node/network in which malicious traffic is generated which may be due to virus, malware etc on detection.

All active components shall have adequate security provisions, to protect itself from any security attack including but not limited to DoS, password break, malicious software, unauthorized access and recording of all access information in the active components.

Link Security: - Bidder has to ensure that the existing MCGM link is a secure VPN from end to end includingMPLS Cloud, last mile and LAN.

The bidder shall be required to bind the MAC address of the computer with IP as and when required by the MCGM. All the network solution offered by the bidder shall have the security provisions to prevent any unauthorized access to anybody including bidder or its partners. The MCGM may reserve the right to get testing of components/ equipment supplied under this contract by any designated Third Party Agency.

During the currency of the project bidder shall adhere and conform to the Network Security Policy of the MCGM. If required the MCGM may adopt the security policies and guidelines as recommended by Government of India from time to time.

5.5.3   Physical Infrastructure Management

Given below is an initial list of tasks to be performed by the bidder for support services. The support is required **24 X7** to attend any type of electric services. MCGM may direct bidder to perform any additional / similar tasks, as per its requirement during the contract period.

HVAC Services

To ensure AHU's are operated in a way to maintain following parameters

- Temp : 22+/- 2
- Operation and daily maintenanc e of the Split A C's, AHU's, PAHU's / PA C's and FSU's inaccordance with the Manufacturer's Instruction manual
- Routine Checks of AHU's Blowers, Blower Motors, and adjustment of Belt Tension
- Check and lubricate all Bearings for AHUs
- Cleaning of AHU filter on every weekends or in night hours on need basis
- Observe Noise Levels and report for abnormal condition
- Preventive Maintenance Schedule to be followed with 100% compliance and Predictive maintenance techniques to be followed
- Need to co-ordinate with Vendors for carrying out maintenance of equipment under AMC or warranty with 3rd Party
- Need to maintain a record of all the Equipment at facility, keep record of the Vendors details, keep track of the dates of AMC/Warranty validity and inform Company when the validity is within 2 months of completion
- Need to prepare the records of routine service visits provided by AMC providers and tracking to be done against actual visits
- Keep the Inventory status of all spares and consumables required for the maintenance of the facility and update on weekly basis
- All the Daily, Weekly, Monthly, Quarterly, Half Yearly and Annual Reports and Checklists to be adhered to 100%
- FM Service provider needs to conduct quarterly systems & equipment health audits and submit a health status report to the MCGM

DG-SET

Under any circumstances there should not be any power black out to Data Center

- Operation and daily maintenance of the DGSet and related equipment Daily check for DGset, neutral current and back up time and record them
- Daily visual inspection for hardware for any abnormalities to be intimated to Company immediate
- Need to co-ordinate with Vendors for carrying out maintenance of equipment under AMC or warranty with 3rd party
- Any breakdown/malfunctioning of the Equipment shall be attended as per procedures of the original manufacturers and suppliers of DG set & associated equipment(s)
- Weekly prepare reports on DG set loading and back up time with battery condition keep updated to MCGM
- Ensure 100% uptime for DG set. This shall be monitored on Quarterly basis
- All the Daily, Weekly, Monthly, Quarterly, Half Yearly and Annual Reports and Checklists to be adhered to 100%
- Service provider needs to conduct quarterly systems & equipment health audits and submit a health status report to the MCGM including cleaning, one time oil change and greecing of the system. It also includes one time removal of rusting, scrumming and painting.

UPS
Under any circumstances there should not be any power black out to Data Center
- Operation and daily maintenance of the UPS and related equipment Daily check for UPS loading, neutral current and back up time and record them
- Daily visual inspection for batteries for any abnormalities to be intimated to Company immediate
- Need to co-ordinate with Vendors for carrying out maintenance of equipment under AMC or warranty with 3rd party
- Any breakdown/malfunctioning of the Equipment shall be attended as per procedures of the original manufacturers and suppliers of UPS & associated equipment(s)
- Weekly prepare reports on UPS loading and back up time with battery condition keep updated to MCGM
- Ensure 100% uptime for UPS. This shall be monitored on Quarterly basis
- All the Daily, Weekly, Monthly, Quarterly, Half Yearly and Annual Reports and Checklists to be adhered to 100%
- FM Service provider needs to conduct quarterly systems & equipment health audits and submit a health status report to the MCGM

Fire Suppression System
- Operation and daily maintenance of the FSS and related equipment in accordance with the Manufacturer's Instruction Manual
- Daily check for gas pressure
- Ensure that the Checklists are adhered with utmost care and regularity
- Any breakdown/malfunctioning of the Equipment shall be attended as per procedures of the original manufacturers and suppliers of associated equipment(s)
- All the Daily, Weekly, Monthly, Quarterly, Half Yearly and Annual Reports and Checklists to be adhered to 100%
- FM Service provider needs to conduct quarterly systems & equipment health audits and submit a health status report to the MCGM

Fire Detection and Alarm System
    Daily Checks
- Check the power supply position of all the panels
- Check the LED of panels through lamp test switch
- Check the health of battery
- Check the battery, if used; boost charges of the same after restoration of power supply.
- Check any fault if indicated on panels and rectify the same immediate.

    Fortnightly checks
- Operational readiness of system during main power failures.
- Check the operation of external hooters

    Monthly Checks
- Check the fire circuit of each zone from the panels
- Check whether signal of fire and fault gets transmitted to main panel
- Properly clean all detectors with vacuum cleaner or a blower

    Quarterly checks
- Check fault circuit to each zone by actually deactivating wire or by removing detection.
- Check fire circuits by actually giving smoke to each detector of each zone
- Cleaning of all type of detectors with a cloth piece from outside
- Check the sensitivity of the detectors.

    Half yearly checks
- Annual Inspection Test
- All the tests, which are carried out in quarterly inspection

FM 200 Gas Cylinder
- Clean the exterior of the cylinder. Brass parts with metal polish, and chromium plated parts with silver polish
- Check the nozzle outlet and vent holes and the threaded portion of the cap for clogging and check the plunger is in working position and is clean
- Check the cap washer, grease the threads of cap plunger

- Check pressure of all fire extinguishers
- Check for validity of Fire cylindersas mentioned by OEM and should take necessary steps to intimate Company Admin for their timely refilling

Access Control System
- To Operate and maintain the complete Access Control system as installed in the said premises
- To Manage & co-ordinate for day to day operation, monitoring and management of the systems as per the design of the system and usage requirements of MCGM
- To conduct quarterly systems & equipment health audits and submit a health status report to the MCGM

Electrical Services
- Fixing / repairing / replacement of electrical tubes, switches etc. At Worli Data Center. (Material will be provided by MCGM)

Others
- FM Service provider have to provide AMC for any other Equipment which were not present in this table but same has been mentioned in the section of the Bid

5.5.4   Helpdesk Support Services

Bidder has to provide the centralized helpdesk facility along with helpdesk tool at WDC which should be running 24 X 7. The Helpdesk services should be in accordance to ITIL standards.
Given below is an initial list of tasks to be performed by the bidder for support services. MCGM may direct bidder to perform any additional / similar tasks, as per its requirement during the contract period.

1. Call Logging for queries / services / complaints (Trouble Ticketing) & Call closer
2. Call logging will be through telephone / mobile, e-mail or service desk software
3. Calls may pertain to hardware, software / applications, network, Client infrastructure etc
4. Call Routing to respective vendors
5. Incident Management
6. Call analysis and generation of reports using a computerized tool for uptimes and SLA 's. Help Desk shall follow up all the calls till closer
7. Bidder shall keep Data Centre management team informed about the progress by contacting the MCGM administration / management at regular intervals. Problems shall be classified into various levels of priority mentioned in the SLA. The assigned priority for each problem shall be dependent upon
8. The extent of the problem's impac t on the usability of the system
9. The initial assignment of priorities is the responsibility of the Help/Service Desk's Problem Manager. However, MCGM can challenge the priority assigned to a particular problem and procedures that exist for escalating a problem to progressively higher management levels, until agreement is secured. The precise definition of problem priorities should be documented in the Contractor's problem management procedures
10. Primary telephonic support (complaint / issue resolution) at MCGM Helpdesk where resources are deployed
11. Any other help / service desk related services not listed above but required for smooth functioning of help / service desk services as directed by MCGM

5.5.5   Tool Management Services
Given below is an initial list of tasks to be performed by the bidder for support services. MCGM may direct bidder to perform any additional / similar tasks, as per its requirement during the contract period. The application tool to support this will be provided by MCGM. Bidder is expected to support this functionality

1. Create hardware asset database by recording information like configuration details, serial number, asset code, warranty and AMC /CMS details etc. Complete hardware inventory covering computer, CPU, harddisk, peripherals, ports, NIC, printers, UPS etc.
2. Auto discovery of new IT assets and maintain the database for the same.
3. Create Software inventory with information such as License, Version Numbers and Registration Details.

4. License Management including identifying unlicensed software installations. Know who is running prohibited software.
5. Report showing New and Missing software before one month of delivery and updating asset database.
6. Register all software procured by MCGM with respective Original Equipment Manufacturers.
7. Notifying any Department of MCGM on licensing contract renewal before 3 months of expiry
8. Ad-hoc and scheduled (monthly) asset management audits. Periodic reports of the audit
9. Asset tracking - record of movement of asset within and out of the Facility Management – location connected to Worli Data Center. Generation of Gate-pass at Worli Data Center for movement of asset out of the building and forwarding the same to respective location from where asset is to be moved.
10. Generation of exception report on monthly basis when returnable asset are not returned back within the stipulated time for which gate pass is issued.
11. Recording all installation of new machines, movement within site/locations, additions, changes in configuration of machines (IMAC)
12. Any other asset management related services not listed above but required for smooth functioning of asset management services as directed by MCGM

5.5.6 Reporting Services & Monitoring Tools

In order to track the performance of various equipment deployed at WDC and client side, MCGM has procured monitoring tool. The bidder shall use the tool for various reporting & SLA management and can implement as per MCGM/their assessment / requirements. For any specific requirement with the tool, bidder is expected to connect with OEM and get the requirement fulfilled.

Monitoring tool should have the provisioning for Servers(200) & Client-side network (1200) including UPS DG-Set, access control or any other IP based system. The minimum requirements for Network, Storage, Servers, database, OS, Active Directory etc, which MCGM wishes to manage through tools are givenbelow.

Network Management

Network Performance Monitor	• Simplifies detection, diagnosis, & resolution of network issues before outages occur • Tracks response time, availability, & uptime of routers, switches, &all other SNMP-enableddevices • Includes dashboards, alerts, reports, & expert guidance on how & what to monitor • Automatically discovers SNMP-enabled network devices & typically deploys • Provides network views in proper graphical format • Discovers network devices and provides a map to illustrate the structure of the network • Provides the status of devices and network segments • Help network administrators prevent problems by identifying potential trouble spots before afailure occurs which includes device temperature monitoring • Automatically discovers, maps and monitors switches, ports, and network devices • Quickly finds devices and port details, connection history, device logs and etc. • Enables searching on IP address, user name, Hostname or MAC address to track endpoint devices • Provides detailed switch port usage data, capacity analysis, and built -in reporting
Network Configuration Manager	• Enables bulk change deployment to all of the devices • Performs automatic, scheduled network configuration backups • Protects against unauthorized & erroneous network changes • Detects & reports on network compliance policy violations • Provides real-time network inventory & asset service management
Net-Flow Traffic Analyzer	• Monitors network bandwidth & traffic patterns down to the interface level • Identifies which users, applications, & protocols are consuming the most bandwidth • Highlights the IP addresses of top usage • Analyzes NetFlow & other flow data in MCGM network • NMS tool include Real-Time Interface Monitoring & SNMP Real-Time Graph • Diagnostic tools include Ping Sweep, DNS Analyzer, and Trace Route • Network discovery tools include Port Scanner, Switch Port Mapper

	• Management tools include Real-time NetFlow Analyzer, Config Downloader
IP Address Management Software	• Centralizes IP infrastructure management, monitoring, alerting and reporting • Automatically scans IP address • Consolidates multi-vendor DHCP/DNS management via a single, integrated interface • Delivers real-time, at-a-glance dashboard visibility along with historical tracking • Provides active IP address conflict detection and preventative alerts
Firewall Security Manager	• Automates security audits • Models how a new rule, or change to an existing one, will impact firewall policy - without touching production devices • Simplifies firewall troubleshooting and change management for multi-vendor
NetworkTopology Mapper	• Supports multiple discovery methods including SNMP, ICMP, WMI, CDP, VMware • Exports network maps to Microsoft Office Visio, PDF, and PNG formats • Delivers reports on switch ports, VLANs, subnets, and inventory

Server Hardware, Storage, Windows Active Directory Database and OS Management

Server and Application Monitoring	• Shows performance data in less than an hour, is simple to use & easy on budget • Shows performance data for all components such as CPU, memory, bandwidth, network, disk space utilization for servers, virtual layer and components such as database, active directory, etc • Server hardware monitoring for HP, IBM, Dell, Vmware, etc. • Easily create statistical alerts with the threshold baseline calculator • Resolve server management problems quickly; stop services, kill processes
Active Directory Management	• To manage users, OUs, computers etc • Generating various type of reports • Self Service for Users - User can unlock his/ her user account in case of locked account due to multiple failed attempts to domain logon and also reset the password. User can provide security question / security code sms or other type of authentication while using these selfservices. Use can use web interface for this • Limit User logon - User must logon to only one client computer at a time instead of allowingmultiple logons on different computers at the same time
Web Performance Monitor	• Continuously monitor end-user experience for each step of a Web transaction • Monitor any Web application whether internal (behind the firewall), external (customer -facing), or cloud-based • Quickly find the root cause for each Web page performance issue: DNS look-up, connection time, send time, time to first byte, or content download time • Visualize availability & duration alerts by transaction step, Web page & location • Enjoy full support for Java-based applications & rich Web technologies such as AJAX, Flash & Silver light
Patch Manager	• Reduce time from weeks to minutes for patching physical & virtual Windows desktops & servers with pre-built, tested patches from vendors such as windows, open source, Adobe, Google, Mozilla, Oracle & any others • Decrease security risks & service performance degradation by controlling when & where patches are applied • Pass audits and demonstrate compliance with out-of-the-box reports and dashboard views • Extend your WSUS or SCCM patch management environment to apply common 3rd-party patches for any OS/ application management solution
Storage Manager	• Monitors storage performance & isolates hotspots in multi-vendor SAN fabric • Maps virtual machines to physical storage • Automates storage capacity planning & reporting • Simplifies analysis of storage usage & reclamation of storage space • Easy to download, deploy, & use start monitoring storage infrastructure in less than an hour
Help Desk	• Streamlines the help desk ticket process from request to resolution • Includes fully -customizable forms that are easy to change to match your IT support

	• workflows • Manages and tracks the full lifecycle of hardware and software assets • Supports self-resolution of issues with a searchable knowledge base • Affordable, per-seat pricing for technician logins – no hidden costs for end-user logins or managed IT assets
Log and Event Manager	• Collects, normalizes, & analyzes log data & performs true, real -time event correlation • Provision to generate baseline reports to compare application performance and alerts on exceeding thresholds • Application server monitoring, URL monitoring and performance monitoring and logging • Reports worst performing applications, servers, network devices and network lines • Provides customizable alerts, reports and dashboards for enterprise wide needs • Delivers immediate, actionable intelligence for security, compliance, & operational issues • Includes built-in Active Responses for automated threat remediation & incident response • Provides advanced, ad-hoc search capabilities & data visualization to pinpoint issues fast • Streamlines compliance reporting with predefined templates for various acts, standards and regulations

- Bidder should submit the reports on a regular basis to MCGM in a mutually decided format.
- Softcopy of these reports shall be delivered automatically via email at specific frequency and to the pre-decided list of recipients
- Bidder should also submit certain information as part of periodic review as and when required by the MCGM

The minimum set of reports required are as given below. MCGM may request such reports at any time irrespective of a predefined scheduled. Moreover, any new report may be requested by MCGM during the tenureof the contract. Bidder may decide the format of these report with prior approval from MCGM. The reports should be stored on the monitoring system till 6month period or as per MCGM requirement, however any back reports bidder may store separately. This report can be extracted directly from the system without any help of FMS

Daily Reports	Summary of issues / complaints logged at the Help Desk Summary of resolved, unresolved and escalated issues / complaints Summary of resolved, unresolved and escalated issues / complaints to vendors (OEM/ 3rd party AMC vendor, if any) Summary of WAN link report including utilization& %down for all MCGM locations Backup report with related log
Weekly Reports	Issues / Complaints Analysis report for virus calls, call trend, call history, etc Summary of systems (Server/Network) rebooted. Summary of issues / complaints logged with the OEMs. Summary of changes undertaken in the Data Centre including major changes like configuration changes, patch upgrades, database reorganization, storage reorganization, etc. and minor changes like log truncation, volume expansion, user creation, user password reset, etc
Monthly Reports	Component wise physical as well as IT infrastructure availability and resource utilization. Consolidated SLA / (non)-conformance report Summary of component wise Data Centre uptime statistics Log of preventive / scheduled maintenance undertaken Log of break-fix maintenance undertaken Network Traffic Analysis, pattern identification and suggestions for improvement across MCGM Network Utilization Network Device Status Network Uptime Statistics & Threshold violation

	Summary of changes in the Data Centre Bandwidth utilization as measured at aggregation point as well as on individual links
Quarterly Reports	Uptime, Downtime and performance report SLA compliance Report for the Quarter Manpower Attendance Report Hardware pool Report IT infrastructure Upgrade / Obsolescence Report AMC
Incident Reporting	Detection of security vulnerability with the available solutions / work arounds for Fixing Hacker attacks, Virus attacks, unauthorized access, security threats, etc. – with root cause analysis and plan to fix the problems Software license violations

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5.6 Takeover from Existing Facility Service Provider

- New FMS vendor will take smooth handover from the existing service provider without impactingthe existing services of MCGM. Selected bidder is expected to take-over all the FMS activity from the existing FMSvendor.
- The selected biddershall setup a centralized helpdesk in accordance to the ITIL Standards and would provide theHelpdesk system required for facilitating issue reporting and resolution. The bidder must facilitate call logging process via Phone, Mobile, Emailor through a web application as part of the Helpdesk solution
- During this phase, the bidder shall obtain the current inventory of the assets to be managed. The scope of work during this phase shall include:
  - o To develop, submit a detailed resource deployment plan based on the latest inventory and deploy the resources as per the approvals / changes required by the MCGM. Such plan shallbe reviewed by the MCGM at any time and the bidder would carry out the changes as required by the MCGM.
  - o To plan the delivery of services would be submitted to the MCGM for approval.
  - o To review the current deployment, configurations, standards and policies then submit a report for performance improvement of the current deployment. The report shall be restricted to current deployment improvements only and recommendations. If the bidder feels that redundancy at any level is required to meet the SLA then the bidder shall bear the associated cost. All associated costs shall remain with the bidder and in no case shall the MCGM be liable for loss, damage etc of this equipment. The bidder shall have to seek permission from the MCGM before deploying such equipment.
- The bidder would carry out the fresh inventories of all the assets in the MCGM format and to the depth for meeting the scope including of the helpdesk, reporting tools, reporting requirements and service levels. Thereafter, maintain and track movement of all IT Assets at the MCGM location from acquisition to disposal of the product
- The takeover activity is consider to be successfully completed only if sign off is received from MCGM. Post this, bidder is eligible to receive the quarterly payment for FMS (WDC & Client side infrastructure)

5.6.1 As-Is study report

The selected bidder is required to carry out an extensive As-Is study as part of site survey and submit acomprehensive survey report to the MCGM. As-Is study, Gap Analysis and site-wise Action Plan is required to effectively to fill the gaps in the existing setup and for the improvement of the existing architecture. The Gap-Analysis, primarily capture the WAN and LAN infrastructure requirements (including LAN Network Components, WAN routers, etc.). The report should aim to cover the detailed requirements of IT and NonIT infrastructure for every MCGM location.

These As-Is and Gap Assessment reports should be submitted to MCGM for sign off. MCGM will analyse the reports and will review the suggestions submitted by the Bidder.

The list of existing network infrastructure components along with its Make & Model is available in the Annexure XI of this bid. Bidder can also visit to MCGM location forgathering any information on existing MCGM architecture.

5.7   Minimum Qualifications, Experience & Team Size for key Resources

The following are minimum qualifications and experience for key resources from the bidder required to provide the *IT Facility and Network & Communication Management services for MCGM*. All skilled manpower services are required on site, full time, for a period of 36 months from the date of Work Order to bidder

Designation	Qualification & certification	Experience & Skill set
Project Manager	B.E./ B. Tech /MCA/MSc (IT/Electronic/Computer) + MBA with PMP/Prince2 and ITIL certification	Minimum 10 years of experience as project manager in managing implemention of multiple projects related to datacenter etc, with good interpersonal skill.
Network Administrator (L1)	Any graduate with CCNA certificate	Minimum 4 years of experience in implementing security, switching & routing protocol (eg. VLAN, VRF, BGP, OSPF, L3, MPLS, VPN etc.)
Network Administrator (L2)	Any graduate with CCNP certificate	Minimum 8 years of experience in implementing security, switching & routing protocol (eg. VLAN, VRF, BGP, OSPF, L3, MPLS, VPN etc.)
Network Administrator (L3)	Any graduate with CCNP & CCIE (any one paper) certificate	Minimum 10 years of experience in implementing security, switching & routing protocol (eg. VLAN, VRF, BGP, OSPF, L3, MPLS, VPN etc.)
Security Administrator	Any graduate with equivalent to CCNP Security certificate	Minimum 8 years of experience in implementing security, should have implemented proxy, firewall, LLB and VPN technology
Security Analyst	Any graduate with ISO certificate or equivalent	Minimum 4 years of experience in implementing security, compliance of various security aspect
Windows System Administrator	Any graduate with relevant certifications in Windows systems (MCSE) certification.	Minimum 7 year of experience in Window Administration, DHCP, DNS, IIS, Active Directory, WSUS, Apache, Bled server, VM, storage, etc.
Linux System Administrator	Any graduate with relevant certifications in Linux systems (RHEL).	Minimum 7 year of experience in Linux Administration, DHCP, DNS, LDAP, Apache, Bled server, VM, storage, etc.
Vmware /SAN Administrator	Any graduate with relevant OEM certified to at least VCP Level	Minimum 5 year of experience in understanding of virtualization technology. Experience on P2V, Vmotion, Vmware, Vcenter, ESXi,HA DRS, backup of VM, Vserver & restoration etc,

Designation	Qualification & certification	Experience & Skill set
DBA	Any graduate with DBA certification equivalent to OCP	Minimum 5 year of experience in understanding with oracle database
EMS Engineer	Any graduate with relevant OEM Certified	Minimum 3 year of experience in managing and handling different type of EMS tool.
Helpdesk Manager	Any graduate with ITIL certified	Minimum 5 year of experience in management of helpdesk team of minimum 15 engineers.
Field Engineer	Any graduate with hardware/networking certificate	Minimum 2 year of experience in maintenance of computers, printers, scanner, Network maintenance, field level troubleshooting, Antvirus, Patch management, Log Management
Service desk/Help Desk Operator	Any Graduate	Minimum 2 year of experience in inter Personal Skill, basic knowledge of network troubleshooting & EMS tool management. Should be able to speak fluent Marathi
Electrician	SSC Pass + ITI Electrician Course or Equivalent	Minimum 5 years of experience in electrical, UPS & DG work

If it is discovered that the personnel deployed to carry out the specified work do not meet the minimum qualifications as stated above, the bidder shall have to replace the personnel with minimum qualifications (mentioned in above table) immediately to avoid any penalty. Bidder has to provide the multiple resumes for all the post to the department, post approval from MCGM, bidder has to appoint the manpower. At any time MCGM can ask the bidder to move/shift the resource from MCGM project as per the requirement with no futher clarification. Final shortlisting of the resources will be decided/approved by MCGM. The roles and responsibilities of the resourses will be finalized/changed by MCGM authority. Bidder has to prepare the shift roster with approval from MCGM.

5.8 Service attributes

Service Window

MCGM intends to run the services/ applications 24*7. The bidder is required to plan the shifts of manpower accordingly and get it approved from MCGM. However, the shifts for services can be 0700 Hrs – 1500 Hrs, 1500 Hrs – 23 Hrs, 23 Hrs – 0700 Hrs or as per MCGMs requirement. The bidder shall have to adequately staff the resources across the shifts in order to manage activity. MCGM will take the service of all these Manpower as and when required. The Bidder shall be paid only for that manpower who has been deployed at MCGM and whose service is undertaken by MCGM. Bidder to notify MCGM and take prior approval before deploying Manpower. Payment shall be made on pro-rata basis from the month the resource has been deployed and payments shall be made on quarterly basis provided all supporting documents (including reports) are available with invoice. MCGM can move/shift the resource as per requirement. Bidder is expected to provide the system generated attendance report along with the invoice.

Below is the tentative timing for MCGM.

WDC	Sunday to Saturday :0000hrs to 2359hrs
MHO	Monday to Saturday :0800hrs to 2000hrs

Wards and other MCGM location	Monday to Saturday :0800hrs to 2000hrs

During mission critical events like elections, etc & on exigencyat any MCGM locations service window should be extended beyond the aforesaid specified time and day. Bidder has to meet such requirements with adequate skilled manpower as per the terms and conditions of the bid without any additional cost.

5.9   Roles and Responsibilities

The key responsibilities (not limited to) for proposed manpower are as below (to be performed to cover the overall scope of work as specified in the bid)

Sr. No.	Role	Responsibility
1	Project Manager	• Establishes, monitors, and reviews all project economics andevaluates risks and recommends contingency plans • Plans and manages the project team's activities from contractinitiation to completion • Manages quality assurance and Ensures compliance with policiesand procedures • Defines the phase deliverables and is responsible for meetingproject milestones • Establishes appropriate metrics for measuring key project criteria • Maintains awareness on emerging technologies and application ofthe same • Responsible for any user/vendor escalations • Responsible for monthly reviews • Management Summary to Reports and Root Cause Analysis with Technical Specialist • Planning and Execution of all systems • Co-ordination & management of Team/vendor/OEM/Service provider • Report to MCGM for all IT related incidents • Any other related activity
2	Network Administrator (L1)	• Perform technology needs analysis and Plan, implement, and support the network infrastructure. • Install and configure any network hardware, software and ensure optimal deployment of resources at all MCGM locations. • Monitor& Maintain network performances and utilization, infrastructe including LAN, WAN & internet connectivity using EMS tool, configuration backup of all networking equipment and resolve any problems that arise within the MCGM network like email, application, proxy, eoffice etc. • Logging a call with service provider and follow up till the clousure • Maintain complete ticket module • Any ISP related activity including but not limited to billing , commercial, licensing, etc • Any other related activity
3	Network Administrator (L2)	• Perform technology needs analysis and Plan, implement, and support the network infrastructure. • Install and configure any network hardware, software and ensure optimal deployment of resources at all MCGM locations. • Monitor& Maintain network performances and utilization, infrastructe including LAN, WAN & internet connectivity using EMS tool, configuration backup of all networking equipment and resolve any problems that arise within the MCGM network like email, application, proxy, eoffice etc. • Ensure network security - Control access to the network and

		preventunauthorized access to privileged data and information by creating and managing VLAN or any other technology.
		• Configure routing protocols as per requirement of MCGM network
		• Have ability to train new staff, Supervise and mentor junior colleagues
		• Design, install, configure and implement wide area networks including network servers, L2/L3 devices, routers, workstations and other peripheral devices including all necessary telecommunication devices
		• Any Migration activity, hardening of existing devices, implementation of any new technology including IPV6
		• Operates and maintains wide area networks, tracks significant problems, monitors performance, and performs upgrades tohardware and software as required, License Management support
		• Participates in planning activities for any new network(LAN/WAN/Internet)
		• Maintains documentation regarding network configurations, operating procedures, and service records relating to networkhardware and software
		• Implement and ensure compliance to Security Policies and Procedures
		• Assist in systems audit and business continuity planning
		• Support and manage the security components including but not limited to network access control, firewall, SSL. Intrusion Detection System, Intrusion prevention system
		• Vendor co-ordination & managment
		• Keep MCGM informed on new versions & technologies
		• Generate the various performances related reports
		• Any other related activity
	Network Administrator (L3)	• Perform technology needs analysis and Plan, implement, and support the network infrastructure.
		• Install and configure any network hardware, software and ensure optimal deployment of resources at all MCGM locations.
		• Monitor& Maintain network performances and utilization, infrastructe including LAN, WAN & internet connectivity using EMS tool, configuration backup of all networking equipment and resolve any problems that arise within the MCGM network like email, application, proxy, eoffice etc.
		• Ensure network security - Control access to the network and preventunauthorized access to privileged data and information by creating and managing VLAN or any other technology.
		• Configure routing protocols as per requirement of MCGM network
		• Have ability to train new staff, Supervise and mentor junior colleagues
		• Design, install, configure and implement wide area networks including network servers, L2/L3 devices, routers, workstations and other peripheral devices including all necessary telecommunication devices
		• Any Migration activity, hardening of existing devices, implementation of any new technology including IPV6
		• Operates and maintains wide area networks, tracks significant problems, monitors performance, and performs upgrades tohardware and software as required, License Management support
		• Participates in planning activities for any new network(LAN/WAN/Internet)
		• Maintains documentation regarding network configurations, operating procedures, and service records relating to networkhardware and software
		• Implement and ensure compliance to Security Policies and Procedures
		• Assist in systems audit and business continuity planning
		• Support and manage the security components including but not limited to network access control, firewall, SSL. Intrusion Detection System, Intrusion prevention system
		• Desinging of complete end to end network
		• Vendor co-ordination & managment

		• Keep MCGM informed on new versions & technologies • Generate the various performances related reports • Any other related activity
3	Security Administrator	• Firewall configuration • Performance tuning • Support and manage the security components including but not limited to network access control, firewall, SSL. Intrusion Detection System, Intrusion prevention system • Vendor co-ordination & managment • Keep MCGM informed on new versions & technologies • Generate the various performances related reports • VLAN Management • Monitoring and Management of LLB, VPN and proxy device • Identifying virus releated issue • Proxy management and identifying issue in the present traffic • Inter VLAN routing and policy creation • Identifying end user security, Network access controller implementaiton • Compliance of any security issue • Any other related activity
	Security Analyst	• Compliance of all security issues • Creating the policy for MCGM related to LAN/WAN • Follow up with the vendor for compliance of VAPT report • Management of VAPT report for the servers installed • Compliance of VAPT report with vendor • Any other related activity
	System Administrator (Window & Linux)	• Intstall, Monitor, Manage and support various environments – Window, Linux or any other • Assist in developing, implementing, testing and maintaining backup policies and procedures for all servers • Management & Monitoring of all Servers and Desktops • Create, Monitor & Manage VMs • Install, Monitor & Manage server - Active directroty, DNS DHCP, proxy, mail etc • Patch Management and Version Control, License Management support • Manage Login Credentials i.e. User administration (setup and maintaining account, Setup security policies for users) • Install and configure software and other related products for server and client location • Maintaining system - Prevent, detect, and correct problems • Handle incidents, investigate and solve • Push patches & policies on various machines in network • Provides suggestions and implements software-related measures for maximizing uptime • Monitor system performance to ensure high availability of the system • Provide suggestion towards Hardware sizing, Capacity planning and • Network Planning • Responsible for planning and execution of the storage installation • Monitor &Manage storage environment - disk, tape, SAN, and storage software & to optimize storage • Maintain proper backup schedules, Restore and recover data as requested • Facilitate off-site storage of tapes • Create and manage database as per MCGM requirement • Ensures compliance with electronic and physical security procedures and standards • Monitoring and tuning the system to achieve optimum performance levels • Perform incident resolution, problem determination and root cause

		analysis
		• Vendor co-ordination & managment
		• Any Migration activity, hardening of existing devices, implementation of any new technology incordination with MCGM
		• Generate the various performances related reports
		• Any other related activity
4	VMware /SAN Administrator	• Assist MCGM in ensuring VMware best practices are followed & implemented
		• Keep MCGM informed on new versions & technologies
		• Administration & management of vSphere, VCOPS & vCenter
		• User Administration / User Acc ess Management, Patch management
		• Co-ordination with MCGM & service desk for any Incident and Problem Management
		• Vendor co-ordination & managment
		• Administration & Monitoring, backup & restoration, permormance tuning, daily
		• SAN mounting and LUN managment
		• Create custom report and update dashboard (if any) for MCGM
		• Any other related activity
5	DBA	• Monitoring of all database
		• Help to find RCA of any issue in database
		• Help to vendor for any DB installed in the application
		• Indexing of database
		• Backup, restoration of data
		• DB architecture/ junk data clearing
		• Any issue with the database
		• Any other related activity
5	EMS Engineer	• EMS Engineer is required to monitor entire infrastructure either using tool mentioned in RFP, which are already deployed and available with MCGM to manage the SLA and reporting needs of MCGM
		• Manage inventory of IT equipment
		• Install, upgrade any of the modules
		• Monitor the performance of the servers, NW equipment, leased lines, etc
		• Manage the user support by logging user calls in the service desk
		• Vendor co-ordination & management
6	Helpdesk Manager	• Responsible for the delivery of Service Desk function, policies, and procedures
		• Monitor the performance of entire infrastructure including servers, NW equipment, leased lines, etc. by using any EMS tool provided by MCGM
		• Provides process and management support, advice and direction to Service Desk Team Lead, Administrator and Service Desk Agents
		• Develops and administers Service Desk staffing resource allocation and scheduling
		• Ensures that Service Desk Activity metrics are produced and delivered
		• Responsible for the overall ownership, monitoring, tracking and quality assurance for all Incidents and Service Requests
		• Acts as local point of contact for customer and end user management communication and escalation of issues
		• Acts as local point a contact for Technical Support Management for the escalation of support issues and concerns
		• Vendor co-ordination & managment
		• Ensures delivery of Service Desk staff skill assessment and training plans Service Desk Roles and Responsibilities
		• Provide input to Service Desk Owner and Incident Management
		• Owner regarding Continuous Improvement opportunities
		• Any other related activity
7	Field /Helpdesk Engineer	• Monitor the performance of entire infrastructure including servers, NW equipment, leased lines, etc. by using any EMS tool provided by MCGM

		• Troubleshoot and fixany system/network/hardware related problems • Install, upgrade any of the modules/patch/software/hardware • Manage inventory of IT equipment installed across MCGM • Diagnoses, find faults and resolves end-user network/system or local printer problems, PC hardware/software problems, e-mail, Internet, andlocal network access problems, etc • Performs/Coordinate timely repair for PC computer equipment and peripherals that are not covered by third-party vendor maintenance agreements • Maintain networking equipment and ensure they are functioning properly • Vendor co-ordination & managment • Attend and Troubleshoot all calls related to network/servers/application and coordinate with respective secondary team in case of any difficulty in Troubleshooting that problems • Generate the various performances related reports • Any other related activity
8	Helpdesk	• Manage the user support by log, update & close the user incident/tickets in the service desk • Responsible for the delivery of Service Desk function, policies, and procedures • Provide the solution to the problem through the service desk • Ensures that Service Desk Activity metrics are produced and delivered • Provides communication to end users concerning the status of Incidents, Service Requests and Changes • Coordination with internal network/server team for any escalation calls and resolution • Ensures Incidents and Service Requests are properly escalated and assigned to appropriate support groups • Compiles data through Incident entry that will be used for management information and reporting • Maintains ownership of Incidents, ensuring status update and resolution according to SLAs • Resolve problem through primary phone support by providing solution to complaints • Vendor co-ordination &managment • Generate the various performances related reports • Any other related activity
9	Electrician	• Monitoring and maintainance of all electrical componenets related to DC • Monitor and maintainance of UPS, DG, firealarm, smoke detector etc • Sharing the report as and when required by MCGM for UPS, DG, firealarm, smoke detector. Format for the report will be prepared by Bidder and will take the approval from MCGM • For detail understanding of roles please refer section "General IT Security Services" • To provide report on Form A/B and required certificate • Any other related activity

The scope of work mentioned above is current requirement, which may change subsequently. Apart from above roles and responsibilities bidder has to provide vendor management for all equipments including but not limited the items mentioned in the annexures. The bidder's role is to log a call and follow up with vendor to resolve any issue pertaining to IT. Below are the minimum task under vendor management but not limited to:

     a) Maintaining vendors details like contact person, telephone no., escalation matrix, response time and resolution time commitments in excel or EMS tool and share the details with MCGM as and when required.

b) Call logging with vendors, maintain downtime details, Telecom, Security systems, audio Video systems implemented by various vendors. On-call service details.

c) Coordinating with vendors to get the problems resolved. Follow up with vendors for IT spare parts and consumables.

d) Escalation record for any vendor issue.

e) Keeping track of hardware and software maintenance.

f) Daily Reporting of vendor escalation for MCGM.

6 Annexure I:Instructions for Pre-Qualification Bid

6.1 Pre-Qualification Cover Letter

Date: dd/mm/yyyy

To

The Director, IT

Municipal Corporation of Greater Mumbai,

Mahapalika Marg, Mumbai – 400001

Sub **:** Selection of Service Provider for **"FACILTY MANAGEMENT SERVICES".**
Ref **:** Bid No: 7100134891 Dated 05/10/2018

Dear Sir,

Having examined the bid, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to rovide the professional services as required and outlined in the bid for the **"SELECTION OF SERVICE PROVIDER FOR FACILTY MANAGEMENT SERVICES (FMS).**

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

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

We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response for the bid validity period as mentioned in the RFP. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in the bid.

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

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

Signature of Authorized Signatory (with official seal)

Name	:
Designation	:
Address	:
Telephoneand Fax	:
E-mail address	:

6.2 Check-list for documents to be submitted

#	Documents to be Submitted	Submitted(Y/N)	Documentary Proof (Page No.)
Pre-qualification Envelope			
1	Bid Covering letter		
2	Screenshot of Online EMD Payment		
3	Board Resolution authorizing the Bidder to sign/ execute the proposal as a binding document and also execute all relevant agreements forming part of Bid Document Or Power of Attorney executed by the Bidder in favor of the Principal Officer or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this Tender		
4	GST Registration Copy		
5	Copy of Registration Certificates with E.P.F. and E.S.I.C.		
6	Income Tax Certificate (ITR) along with copy of PAN Card		
7	Bidders' Particulars as per format given in Annexure I		
8	Certified copy of Partnership Deed/ Certificate of Incorporation/ Registration Certificate, Valid Solvency Certificate		
9	Copy of the audited balance sheet of the company for the concerned years (i.e. 2018-19, 2019-20, 2020-21)		
10	Copy of the audited Profit & Loss statements of thecompany for the concerned years (i.e. 2018-19, 2019-20, 2020-21)		
11	Certificate from the auditor for the average turnover (i.e. 2018-19, 2019-20, 2020-21)		
12	Copy of ISO 9001:2008 or above certificate		
13	Declaration regarding blacklisting in the format given in Annexure I		
14	Solvency Certificate		
15	Copy of Purchase orders from the client that Bidder has executed order worth – Crore		
Technical Proposal Envelope			
16	Technical Proposal in the format specified in the bid document		
17	Authorization Letters from OEMs		
18	Commercial Proposal Cover Letter		

19	"Best Price" Offer Letter		
Commercial Proposal Envelope			
20	Commercial Bid		

6.3   Format to shareBidder's Particulars

Sr. No	Description	Details (to be filled by the responder to the Bid)
1.	Name of the company	
2.	Official address	
3.	Phone No. And Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. And Fax No.	
6.	Web Site Address	
7.	Details of Company's Registration (Please enclose copy of the company registration document)	
8.	Name of Registration Authority	
9.	Registration Number and Year of Registration	
10.	ISOcertifications and its validity	
11.	GST Registration No.	
12.	Permanent Account Number (PAN)	
13.	Company's Revenue for last 3 years (Year wise)	
14.	Company's net worth for the last year	
15.		

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

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
Fax		
E-mail		

6.4   Format for Declaration by the Bidder for not being Blacklisted / Debarred

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

(On Stamp Paper of Rs 500)

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

DECLARATION CUM-INDEMNITY BOND

Date: dd/mm/yyyy

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

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

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

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

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

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

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

Dated _____ day of _____, 20___

Identified by me

Before me

Advocate

6.5 Performance Bank Guarantee Format

(For a sum of 10% of the value of the contract)
(With Stamp duty of 0.5 % on the total amount)

Ref. No. :

Date   :

Bank Guarantee No.   :

To

<Insert complete postal address>

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

(hereinafter referred to as 'the contractors') of the second part Shri---
----
THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI (hereinafter referred to as 'the
Commissioner' which expression shall be deemed, also to include his successor or successors for the time
being in the said office of Municipal Commissioner) of the third part and THE MUNICIPAL
CORPORATION OF GREATER MUMBAI (hereinafter referred to as 'the Corporation') of the fourth part
WHEREAS the contractors indemnify and keep indemnified the Corporation against any loss or damage
that may be caused to or suffered by the Corporation by reason of any breach by the contractors of any of
the terms and conditions of the contract that will be entered subsequently (within 15 days) and/or in the
performance thereof against Letter of Intent number -------------------------- dated -------------------------
for the project "**SELECTION OF SERVICE PROVIDER FOR FACILTY MANAGEMENT
SERVICES**" of ----------------------------------- department having tender No. <<>> tender amount Rs.-----
------------------------- and the terms of such tender / contract require that the contractors shall deposit with
the Commissioner as earnest money and/ or the security a sum of Rs.-------------------------- (Rupees--------
---) AND WHEREAS if and when any such tender is
accepted by the Commissioner, the contract to be entered into in furtherance thereof by the contractors will
provide that such deposit shall remain with and will be appropriated by the Commissioner towards the
Security Deposit to be taken under the contract and be redeemable by the contractors, if they shall duly and
faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly
chargeable against them thereunder AND WHEREAS the contractors are constituents of the Bank and in
order to facilitate the keeping of the accounts of the contractors, the Bank with the consent and
concurrence of the contractors has requested the Commissioner to accept the undertaking of the Bank
hereinafter contained, in place of the contractors depositing with the Commissioner the said sum as
earnest money and/or the security as aforesaid AND WHEREAS accordingly the Commissioner has agreed
to accept such undertaking. NOW THIS AGREEMENT WITNESSES that in consideration of the premises,
the Bank at the request of the contractors (hereby testified) UNDERTAKES WITH the Commissioner to
pay to the Commissioner upon demand in writing, whenever required by him, from time to time, so to do, a

sum not exceeding in the whole Rs.---------------------- (Rupees---
---) under the terms of the said tender and/or the
contract. The B.G. is valid upto--

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

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

IN WITNESS WHEREOF

WITNESS (1) -----------------------
Name and -----------------------
Address   -----------------------

WITNESS (2)   -----------------------
Name and -----------------------   the duly constituted Attorney Manager
Address   -----------------------
                ----
the Bank and the said Messrs---
---(Name of the bank)

WITNESS (1)   -----------------------
Name and -----------------------
Address   -----------------------

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

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

6.6 Format of Integrity Pact

This Agreement (hereinafter called the Integrity Pact) is entered into on ----day of the --------------month of 20---- between Municipal Corporation of Greater Mumbai acting through Shri ---(Name and Designation of the officer) (hereinafter referred to as the "M.C.G.M." which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. ---(Name of the company) represented by Shri ---, Chief Executive Officer / Authorised signatory (Name and Designation of the officer) (hereinafter called as the "Bidder / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS THE MCGM invites bid for the --(Name of the Stores / Equipment / Service, Bid No. & Date) and the Bidder / Seller is willing to submit bid for the same and

WHEREAS the BIDDER is a private Company / Public Company / Government Undertaking / Partnership Firm / Ownership Firm / Registered Export Agency, constituted in accordance with the relevant law in the matter and the MCGM is Urban Local Body. NOW, THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the MCGM to obtain the desired said stores / equipment/ services/ works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public purchase, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the MCGM will commit to prevent corruption, in any form, by its officials by following transparent procedures. In order to achieve these goals, the MCGM will appoint an external independent monitor who will monitor the bid process and execution of the contract for compliance with the principles mentioned above.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

1. Commitments to MCGM.

➢ M.C.G.M. commits itself to take all measures necessary to prevent corruption and follow the system,that is fair, transparent and free from any influence / prejudice prior to, during and subsequent to thecurrency of the contract to be entered into to obtain stores / equipment / services at a competitiveprices in conformity with the defined specifications by avoiding the high cost and the distortionaryimpact of corruption on public procurement.

➢ The MCGM undertakes that no employee of the MCGM, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

➢ M.C.G.M. will during bid process treat all bidders with equity and reason. The M.C.G.M. before and during bid process provide to all bidders the same information and will not provide to any bidder any confidential / additional information through which the bidder could obtain an advantage in relation tothe bid process or execution of contract.

➢ In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the MCGM with full and verifiable facts and the same is prima facie found to be correct by the Municipal Corporation of Greater Mumbai, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the MCGM and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the MCGM the proceedings under the contract would not be stalled.

2. COMMITMENTS OF THE BIDDERS / CONTRACTORS

➢ The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it.

➢ The Bidders will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM, connected directly or indirectly with the bidding process or to any MCGM person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

➢ The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with MCGM for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with MCGM.

➢ The Bidders / Contractors will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal , in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

➢ The Bidders/ Contractors will not commit any offence under relevant Anti-corruption Laws of India.Further, the Bidders will not use improperly, for purposes of competition or personal gain or pass on to others, any information or document provided by M.C.G.M. as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.

➢ The Bidders / Contractors of foreign origin shall disclose the names and addresses of agents /representatives in India, if any, and Indian Bidders shall disclose their foreign principals or associates.

➢ The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the M.C.G.M.

➢ The Bidder will not bring any Political, Governmental or Diplomatic influence to gain undue advantage in its dealing with M.C.G.M.

➢ The Bidder will promptly inform the Independent External Monitor (of M.C.G.M.) if he receives demand for a bribe or illegal payment / benefit and If the comes to know of any unethical or illegal practice in M.C.G.M.

➢ The Bidders / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.

➢ The Bidders / Contractors shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the M.C.G.M. or his relatives.

➢ The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

➢ The Bidders / Contractors will undertake to demand from all sub-contractors a commitment in conformity with this Integrity Pact. 2.14 The bidders / Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3. PREVIOUS TRANSGRESSION

a) The Bidder declares that no previous transgressions occurred in the last 3 years immediately beforesigning of this Integrity Pact, with any other company in any country or with Public Sector Enterprisesin India in respect of any corrupt practices envisaged hereunder that could justify BIDDER's exclusionfrom the bid process.

• If the Bidder makes incorrect statement on this subject, he can be disqualified from the bid process orthe contract if already awarded, can be terminated for such reasons.

4. DISQUALIFICATION FROM TENDER PROCESS ANDEXCLUSION FROM FUTURE CONTRACTS

If the Bidders/ Contractors or anyone employee acting on his behalf whether or without the knowledge of theBidder before award of the contract has committed a transgression through a violation of aforesaid provision orin any other form such as put his reliability or credibility into question, the M.C.G.M. is entitled to exclude thebidder from the bid process or to terminate the contract if already signed and take all or any one of the followingactions, wherever required.

➢ To immediately call off the pre contract negotiations without assigning any reason or giving anycompensation to the Bidder. Further, the proceedings with the other Bidders would continue.

➢ The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the M.C.G.M. and M.C.G.M. shall not be required to assign any reasons therefor.

➢ To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

➢ To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.

➢ If any outstanding payment is due to the Bidder from M.C.G.M. in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

> ➢ To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by M.C.G.M. along with interest.
>
> ➢ To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for anyloss or damages to the M.C.G.M. resulting from such cancellation / rescission and the M.C.G.M. shall be entitled to deduct the amount so payable from the money due to the Bidder.
>
> ➢ Forfeiture of Performance Bond in case of a decision by the M.C.G.M. to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.
>
> ➢ The decision of M.C.G.M. to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.
>
> ➢ The Bidder accepts and undertakes to respect and uphold the absolute right of M.C.G.M. to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.
>
> ➢ To debar the Bidders/ Contractors from participating in future bidding process of M.C.G.M. for a minimum period of three years.
>
> ➢ Any other action as decided by Municipal Commissioner based on the recommendation by Independent External Monitors (IEMs).

5. FALL CLAUSE

The Bidder undertakes that it has not supplied similar products / systems or subsystems in the past sixmonths in the Maharashtra State for quantity variation up to -50% or +10%, at a price lower than thatoffered in the present bid in respect of any other Ministry / Department of the government of India orPSU or MCGM and if it is found at any stage that similar products / systems or sub systems wassupplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU orMCGM at a lower price, then that very price will be applicable to the present case and the difference inthe cost would be refunded by the BIDDER to the MCGM, if the contract has already been concluded,else it will be recovered from any outstanding payment due to the bidder from MCGM.

6. EXTERNAL INDEPENDENT MONITOR / MONITORS

> ➢ The M.C.G.M. appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.
>
> ➢ The Monitor is not subject to instructions by the representatives of parties and perform his functionsneutrally and independently and report to the Municipal Commissioner / concerned AdditionalMunicipal Commissioner.
>
> ➢ Both the parties accept that the IEM has the right to access without restriction, to all documentationrelating to the project / procurement, including minutes of meetings.
>
> ➢ The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted andunconditional access to his project documentation. The same is applicable to sub-contractors.
>
> ➢ The IEM is under contractual obligation to treat, the information and documents of the Bidder /Contractor / sub-contractor, with confidentiality.

➤ The MCGM will provide to the IEM sufficient information about all meetings among the parties relatedto the Project provided such meetings could have an impact on the contractual relations between theparties. The parties will offer to the IEM the option to participate in such meetings.

➤ As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform theAdditional Municipal Commissioner. The IEM can in this regard submit non-bindingrecommendations. If Additional Municipal Commissioner has not, within a reasonable time, takenvisible action to proceed against such offence, the IEM may inform directly to the MunicipalCommissioner.

➤ The IEM will submit a written report to the Municipal Commissioner / Additional MunicipalCommissioner within 8 to 10 weeks from the date of service of intimation to him by M.C.G.M./ Bidderand should the occasion arise, submit proposals for correcting problematic situations.

➤ The word "IEM" would include both singular and plural.

➤ Both the parties accept, that the recommendation of IEM would be in the nature of advice and wouldnot be legally binding. The decision of Municipal Commissioner in any matter / complain will be thefinal decision.

7. VALIDITY OF THE PACT

➤ The validity of this Integrity Pact shall be from the date of its signing and extend upto five years or thecomplete execution of the contract to the satisfaction of both the M.C.G.M. and BIDDER / Seller,including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shallexpire after six months from the date of the signing of the contract.

➤ If any claim is made/ lodgedduring the validity of this contract, such claim shall be binding and continue to be valid despite thelapse of this pact unless it is discharged / determined by the Municipal Commissioner / AdditionalMunicipal Commissioner of the M.C.G.M.

8. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the MCGM or itsagencies OR Independent External Monitor shall be entitled to examine all the documents including the Booksof Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English andshall extend all possible help for the purpose of such examination.

9. MISCELLANEOUS

➤ This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is theregistered office of the M.C.G.M. i.e. Mumbai and the actions stipulated in this Integrity Pact arewithout prejudice to any other legal action that may follow in accordance with the provisions of theextant law in force relating to any civil or criminal proceedings.

➤ If the Contractor is a partnership, this Agreement must be signed by all partners members.

➤ Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Pactremains valid. In this case, the Parties will strive to come to an Agreement to their original intentions.

The Parties hereby sign this Integrity Pact at --------------on-----------

	MCGM	**BIDDER/SELLER**
Signature	-----------------------------	---
Name of Office	-----------------------------	---
Designation	-----------------------------	---
Name of Company	-----------------------------	---
Address	-----------------------------	---
	-----------------------------	---
	-----------------------------	---
Dated	-----------------------------	---

	WITNESS-1 (MCGM)	**WITNESS-2 (BIDDER/SELLER)**
Signature	-----------------------------	---
Name of Office	-----------------------------	---
Designation	-----------------------------	---
Name of Company	-----------------------------	---
Address	-----------------------------	---
	-----------------------------	---
	-----------------------------	---
Dated	-----------------------------	---

7 Annexure II: Instructions and Technical Bid Document Formats

7.1 General Instructions for the Technical Bid
Bidder is expected to divide its proposal into the following two sections.

A) License Support Methodology
This document must elaborate the plan and the methodology adopted in order to cater to support requirements as mentioned in the bid document.

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

- Overall Project Team (for both Project Implementation and Support phases)
- Bidder Must Provide Escalation Chart for the entire Project Duration for raising tickets and resolution of the tickets raised.
- Summary Table giving Qualification, Experiences, Certifications, Relevance

7.2 Suggested Format for Authorization Letters from OEMs

Date: dd/mm/yyyy

To
    <Insert complete postal address>

Sub : Authorisation Letter to M/s. -------------- for the participation in the bid for **"SELECTION OF SERVICE PROVIDER FOR FACILTY MANAGEMENT SERVICES".**

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

Sir,

We _____, (name and address of the manufacturer) who are established and reputed manufacturers of _____ having factories at _____ (addresses of manufacturing / development locations) do hereby authorize M/s _____ (name and address of the Bidder) to bid, negotiate and conclude the contract with you against the above mentioned bid for the above equipment / software manufactured / developed by us.

We herewith certify that the above mentioned equipments/devices / software products are not end of the life and we hereby undertake to support these equipment /devices / software for the duration of minimum 5 years from the date of submission of the bid.

Yours faithfully,

For and on behalf of M/s _____(Name of the manufacturer)

Signature :

Name   :

Designation :

Address   :

Date   :

```
┌─────────────────────────────┐
│                             │
│       Company Seal          │
│                             │
└─────────────────────────────┘
```

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

8   Annexure III:Commercial Bid Formats

8.1   Commercial Bid Cover Letter

Date: dd/mm/yyyy

To

      The Director, IT

      Municipal Corporation of Greater Mumbai,

      Mahapalika Marg, Mumbai – 400001

Sub   **:**   Selection of Service Provider for **"FACILTY MANAGEMENT SERVICES".**

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

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of **"SELECTION OF SERVICE PROVIDER FOR FACILTY MANAGEMENT SERVICES".**

do hereby propose to provide services as specified in the bid referred above**.**

1. PRICE AND VALIDITY

- All the prices mentioned in our bid are in accordance with the terms as specified in the bid documents. All the prices and other terms and conditions of this bid are valid for a period of 180 calendar days from the date of opening of the Bids.
- We hereby confirm that our bid prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the bid formats.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other Corporate Tax in altercated under the law, we shall pay the same.

2. UNIT RATES

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

3. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the bid documents and there are no deviations.

4. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the bid document. These prices are indicated in the subsequent sub-sections of this Section.

6. CONTRACT PERFORMANCE GUARANTEE BOND

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

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

We understand that our bid is binding on us and that you are not bound to accept a bid you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Authorised Signatory)
Name
Designation
Seal.

Date:
Place:
Business Address:

8.2 "Best Price" Offer Letter Format

On Rs. 200/- Stamp Paper duly notarized by notary with red seal and registration number

----

Date: dd/mm/yyyy

To

        The Director, IT

        Municipal Corporation of Greater Mumbai,

        Mahapalika Marg, Mumbai – 400001

Sub: Best Price Offer for the Project **"SELECTION OF SERVICE PROVIDER FOR FACILTY MANAGEMENT SERVICES"**.

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

Dear Sir,

"I/ We .... (full name in capital letters, starting with surname), theproprietor/ Managing Partner/ Managing Director/ Holders of the Business/ Manufacturer/ Authorised Dealer,for the establishment/ firm/ registered company, name herein below, do hereby, state and declare that I/We...whose names are given herein below in details with the addresses

have not filled in this bid under any other name or under the name of any other establishment /firm orotherwise, nor are we in any way related or concerned with any establishment/ firm or any other person, whohave filled in the bid for the aforesaid work."

"I/ We do hereby further undertake that, we have offered the best prices for the subject supply/ work asper the present market rates. Further, We do hereby undertake and commit that we have not offered/supplied the subject product/ similar product/ systems or sub systems in the past one year inthe Maharashtra state for quantity variation up to -50% or + 10% at a price lower than theoffered in the present bid to any other outside agencies including Govt./Semi Govt. Agencies.

Further, we have filled in the accompanying bid with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action, including forfeiture of deposit andblacklisting, for giving any information which is found to be incorrect and against the instruction and directiongiven in this behalf in this tender.

I/ We further agree and undertake that in the event, if it is revealed subsequently after the allotment of work/contract to me/ us, that any information given by me/ us in this bid is false or incorrect, I/ We shall compensatethe Municipal Corporation of Greater Mumbai for any such losses or inconvenience caused to the corporation inany manner and will not raise any claim for such compensation on any ground whatsoever, I/ We

agree andundertake that I/ We shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to me/ us or any work assigned to me/ us or is withdrawn by the Corporation. However, if the price difference results due to different tax structures or currency fluctuations, MCGM shallconsider this aspect before invoking the penalty, blacklisting etc. and I/We will be given a reasonableopportunity of being heard by representing our case as to why such price variation/ differential has arisen. Incase, if the explanation submitted by me/us is unsatisfactory then action as stated above including forfeiture ofdeposit and blacklisting may be taken against me/us.

(Signature of the Authorised Signatory
With Full Name & Rubber Stamp)

8.3   Commercial Bid Format and Instructions

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

All bidders have to quote only the lump sum cost as per the summary of commercial format in the e-tendering site. The lump sum cost needs to be calculated as defined by the reference tables A1- A5.

Further, the L1 Bidder should submit the break- up of the costs as per reference tables A1- A5 in hard copy format within two working days from the date of opening of the Commercial Packet.

The fees shall be inclusive of GST, duties, fees, levies, charges, and commissions as applicable under the relevant Laws of India. Should there be a change in applicable taxes, the actual taxes on the date of billing would prevail.

Note: Services for the items mentioned in annexures will be as below:

1) Bidder needs to provide **operation support (installation of s/w, configuration of application, updation of required patches, Technical support, etc)** for all the items including Non-IT components (refer Annexeure XI).

2) For the client-side hardware components (refer Annexeure XI) that have **completed 5 year of life and AMC has expired or is about to expire** during the contract period, Bidder needs to provide **only operation & coordination support**.

3) For the client-side hardware components (refer Annexeure XI) that are **yet to complete 5 year of life and AMC has expired or is about to expire** during the contract period, bidder needs to provide **CMC (comprehensive maintenance contract) till the 5 year of life period or end of the contract period** (whichever is earlier) considering both operation & maintenance support.

4) For the **routers and switches** (Quantity mentioned below in BOQ A3), bidder needs to provide **CMC (comprehensive maintenance contract)** till it gets replaced with new hardware/devices by MCGM (under any new other contract) or end of this contract period whichever is earlier.

Sr. No.	Description	Reference
1.	**Manpower Support**	A1
2.	**Supply Installation and configuration of hardware components at WDC**	A2
3.	**Operation & maintenance–Network Hardware component and Client-side Hardware**	A3
4.	**Operation & maintenance Non-IT systems**	A4
5.	**System and Software License**	A5
	Total	**A**

A1: Manpower

	A1-1 List of Manpower required -					
Sr.No	Description	Duration	Required number of resources	Duration in Months	Man-Month Rate in Rs.	Total Cost in Rs.
1.	Window Administrator	36	2			
2.	Linux +SAN Administrator	36	2			
3.	VMware Administrator	36	3			
4	Network Administrator – L3	36	1			
5	Network Administrator L2	36	3			
6	Security Analyst	36	1			
7	EMS Administrator	36	1			
8	Helpdesk staff	36	6			
9	Field Engineer	36	30			
10	Project Manager	36	1			
11	Electrician	36	3			

A2. Procurement of Hardware component

	A2 Procurement List of Hardware components					
Sr.No	Description	Duration	Quantity	Unit Cost	Unit cost with GST	Total Cost in Rs.

1.	Blade Chasis Enclosure with Accessories	36	2			
2.	Blade Server with Accessories	36	16			
3.	Hypervisor (Virtualization) software entrprise version	36	32			
4	Management Suite for Hypervisor	36	2			
5	Network and Security Virtualization	36	32			
6	SAN Storage (100TB Usable)	36	1			
7	Backup Appliance & Software	36	1			
8	L3 Switches	36	2			
9	SFP 10G	36	24			
10	SFP 40G	36	6			
11	SFP 100G	36	8			
12	L2 Switches Stakable	36	24			
13	San Switch	36	2			
14	Monitoring & Reporting tool (Server)	36	200			
15	Monitoring & Reporting tool (Server & Client side network)	36	1200			
16	EPBAX with caller-id phone (50)	36	1			
17	Door Access controller with biomentric	36	10			
18	Client-side Server for Security update	36	30			

A3. O & M for Network and Client-Side Hardware

O & M for Network and client side hardware						
Sr.No	Description		Quantity	Unit Cost	Unit cost with GST	Total Cost in Rs.
1.	CMC Router Cisco 2801	36	234			
2.	CMC Router Cisco 1941	36	50			
3.	CMC Switch Cisco 2960	36	50			
4.	CMC Switch HP 5120 16G	36	30			
5.	CMC Switch HP A5500	36	30			
6.	CMC Switch HP 5120 24G	36	55			
7.	CMC Switch HP 5120 48G	36	60			

8.	CMC Other L2 Switch	36	35			
9.	AMC for Desktop PC	36	1648			
10	AMC for Printer	36	1088			
11	AMC for Scanner	36	494			
12	AMC for Laptop	36	213			

A4. O & M for Non-IT

O & M for Non-IT hardware						
Sr.No	Description	Duration	Quantity	Unit Cost	Unit cost with GST	Total Cost in Rs.
1	DG Set 500	36	2			
2	UPS Adore 400KVA	36	2			
3	DG Set 125	36	1			
4	DG Set 100	36	2			
5	UPS 70KVA	36	2			
6	Fire fighting system (Fire alarm and supperession system with 250 smoke detectors	36	2			
7	Fire Alarm system	36	1			
8	Fire Suppression system(FM 200 Cyclinders) (New Dc) - 8 Nos With Smoke detectors	36	1			
9	Fire Suppression system(FM 200 Cyclinders) (Old Dc) - 4 Nos With Smoke detectors	36	1			
10	Fire Suppression system(FM 200 Cyclinders) (Epbax room) - 2 Nos With Smoke detectors	36	1			
11	Fire Suppression system(FM 200 Cyclinders) (Meter room) - 3 Nos With Smoke detectors	36	1			
12	Any other					

A5. Requirement of Software License

Software License details					
Sr.No	Description	Quantity	Unit Cost	Unit cost with GST	Total Cost in Rs.
1.	Windows Server laest enterprise version	16			
2.	RHEL for virtual DC premium	32			

3.	Veeam Replicator	1			
4.	Any other software				

Note:

- The bidders may visit the site and obtain additional information at their own cost and responsibility.

- Router and switches mentioned above needs to consider under CMC, for any issue in the hardware mentioned above bidder is required to replace on priority to avoid any SLA.

- All the prices are to be entered in INR ONLY.

- The Bidder needs to account for all out of pocket expenses due to Boarding, Lodging and other related items.

- Prices indicated in the schedules shall be inclusive of all taxes, Levies, duties, cess etc.During the payment stage, MCGM reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated. The Prices quoted shall be inclusive of all the taxes and duties and will be considered for evaluation. As and when there will be any new tax arises or if any increase in the tax rate comes into force for the state, the prices quoted shall be considered and any increase in tax liability arising due to levy of new tax shall be payable to the tenderer based on actual. Similarly, any decrease in tax liability due to levy of any new tax shall be recovered from the tenderer based on actual.

- MCGM would communicate the Commercial Ranking of all qualified bidders after applying formulae as mentioned in the tender document to the rates / prices quoted by the bidder on e-tendering system by applying weightages as detailed in the bid document. The results declared through the e-tendering system of MCGM after opening of the commercial bids do not include application of weightages and hence do not necessarily reflect commercial ranking of bidders and hence shall be treated as void.

- From the date of License Agreement becoming effective, the ATS or any other charges of existing Used/ Active Microsoft products would be migrated into this contract.

- In order to arrive at the prevailing rate, MCGM may use the following sources for price determination –

- From the OEM's website / commercial brochure / catalogue or any other official communication channel from the OEM.

- From existing or new contracts with government / semi-government bodies on the solution.

- From research studies of reputed firms like Gartner, etc.

- Any other official documentation widely used for price determination.

- The Contract Price shall be a firm lump sum not subject to any alteration.

- The service provider shall be deemed to have satisfied itself as to the correctness and sufficiency of the contract price, which shall, except as otherwise provided for in the contract, cover all its obligations under the contract.
- In case the unit rate quoted by the selected bidder are above the rate quoted on GEMs& other Governmentwebsite, MCGM will have theliberty to procure the same or equivalent items from GEM and other government agencies. Bidder needs to integrate (install & configure)these items with existing infrastructure.

9   Annexure IV: Draft Contract Agreement

On a Rs. 500/- Non Judicial Stamp Paper

This Contract Agreement, hereinafter referred to as **"CA"** is made this ____ day of _____ 2017 at [office address]

BETWEEN

The Director, IT, Municipal Corporation of Greater Mumbai, Maharashtra State, (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns) of the First Part (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns) of the First Part

AND

M/s _____, a company registered under The Companies Act, 1956 or Partnership Act, 1932 as applicable having its registered office at _____ and place of business at _____, hereinafter referred to as **"Service Provider"** (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors and permitted assigns) of the Second Part

Each individually a "Party" hereto and collectively the "Parties"

And Whereas MCGM intends to provide convenient and speedy servicesusing Information and Communication Technologies (ICT) to its officials and has published the bid to seek services <include scope of project and bid name> till the end of the contract period;

And whereas M/s. ------------------------ has submitted its bid to <include scope of project and bid name>for MCGM;

And whereas MCGM and M/s. --------------------------- have decided to enter into this Agreement on the terms and conditions stipulated hereinafter.

NOW, THEREFORE, in consideration of the premises covenants and promises contained herein and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, IT IS HEREBY AGREED between the Parties as follows:

9.1 Definitions, Interpretations and Other Terms

a. ***Bid*** means the bid process conducted by MCGM and the technical and commercial bids submitted by the successful Bidder, alongwith the subsequent clarifications and undertakings, if any;

b. The **"Contract"** shall mean the tender and acceptance thereof and the formal Agreement if any, executed between the Bidder, Commissioner and the Corporation together with the documents referred to therein including these conditions and appendices and any special conditions, the specifications, designs, drawings, price schedules, bills of quantities and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.

c. The **"Bidder"** shall mean a person or corporate body who has desired to submit Bid to carry out the Works, including routine maintenance till the tender process is concluded.

d. **"Arbitrator"** means the person or persons appointed by agreement between MCGM and the Bidder to make a decision on or to settle any dispute or difference between the MCGM and the Bidder referred to him or her by the parties pursuant to General Conditions of Contract amended up to date.

e. **"Contract Cost"** means the Contract Sum plus Price Variation. This cost shall be included in the letter of acceptance.

f. **"Excepted risks"** are risks due to riots (otherwise than among Bidder's employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any act of government, damage from aircraft, acts of god, such as earthquake, lightning and unprecedented floods and other causes over which the Bidder has no control and accepted as such by the Commissioner or causes solely due to use or occupation by the Municipal Corporation of the works in respect of which a certificate of completion has been issued or a cause solely due to faulty municipal design of work.

g. The **"Corporation"** or the "Municipal Corporation" shall mean the Municipal Corporation of Greater Mumbai, constituted under the M.M.C. Act 1888 as amended up to date.

h. The **"Annexure"** referred to in these conditions shall means the relevant annexure appended to the tender papers issued by the Municipal Corporation.

i. The **"Works"** shall mean the Permanent Works and the Temporary Works or either of them as appropriate to be executed in accordance with the contract or part(s) thereof, as the case may be and shall include all extra or additional, altered or substituted works as required for performance.

j. **"Temporary Works"** shall mean all Temporary Works of every kind required in or about execution, completion or maintenance of the work also Temporary Works are works designed, constructed, installed, and removed by the Service Provider that are needed for construction or installation of the Works of the contract as found necessary as per suggestion of the MCGM.

k. **"Permanent Works"** means the permanent works to be executed and installation of machineries in accordance with the Contract at specified required site and location.

l. **"Drawings"** means all the drawings, calculations and technical information of a like nature provided by the MCGM to the Service Provider under the Contract and all drawings, calculations, samples, patterns, models, operation & maintenance manual and other technical information of like nature submitted by the Service Provider and approved by the MCGM.

m. **"Approved"** shall mean approved in writing including subsequent confirmation of previous verbal approval and "approval" shall mean approval in writing including as aforesaid.

n. **"Specification"** means the specification referred to in the tender and any modification thereof or addition or deduction thereto as may from time to time be furnished or approved in writing by the MCGM.

o. **"Tender"** means the Bidder's priced offer to the MCGM for the execution and completion of the Works and the remedying of any defects therein in accordance with the provision of the Contract, as accepted by the Letter of Acceptance.

p. **"Commencement Date"** means the date upon which the Bidder receives the notice to commence, issued by the MCGM

q. **"Time for Completion"** means the time for completing the execution of and passing the Tests on Completion of the Works or any Section or part thereof as stated in the Contract calculated from the Commencement Date.

r. **"Certificate of Taking-Over/ Take-over Certificate"** shall mean the certificate issued by MCGM after completion of Works in all respects.

s. **"Letter of Acceptance"** means the letter of formal acceptance, signed by MCGM, of the Letter of Bid, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression "Letter of Acceptance" means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.

t. **"Cost"** means all expenditure properly incurred or to be incurred whether on or off the site including overheads and other charges properly allocable thereto but does not include any allowance for profit.

u. **Confidential Information** means all information including MCGM Data (whether in written, oral, electronic or other format) which relates to the technical, financial, business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this CA (including without limitation such information received during negotiations, location visits and meetings in connection with this CA);

v. *Customers* mean all citizens and business organization and users who use the MCGM services.

w. *Deliverables* means all the activitiesrelated to the setting up and operations of the infrastructure, technical documents, Software Applications, customized Source Codes, as defined in the bidand subsequent Corrigendum (if any), based on which the technical bidand commercial bid was submitted by the Bidder and as required as per this CA;

x. *Effective Date* means the date on whichthe Purchase Order or Letter of Intent is issued to Service Provider;

y. *CA*means this Contract Agreement, together with the recitals and all schedules and the contents, requirements, specifications and standards of the bid (as may be amended, supplemented or modified in accordance with the provisions hereof) and the bid. **In the event of a conflict between this CA and the Schedules, the terms of the CA shall prevail; with overriding effect**;

z. *Performance Security*means the irrevocable and unconditional Bank Guarantee provided by the Service Provider from by any of the approved banks as specified in Annexure V of this RFP document in

favour of "Municipal Corporation of Greater Mumbai" for an amount equivalent to 10% of the total contract value i.e. Rs...............................(Rupees.......................only);

aa. ***Proprietary Information*** means processes, methodologies and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned/licensed by either Party or granted by third parties to a Party hereto prior/ subsequent to the execution of this CA;

bb. ***Required Consents*** means the written consents, clearances and licenses, rights and other authorizations as may be required to be obtained by the Service Provider, for all tasks/activities/software/hardware and communication technology for this project; from all the concerned departments/agencies, etc. as the case may be.

cc. ***Bid*** means the bid document released videbiddocument numbermentioned in Section 2.4, and include all clarifications/addendums, explanations and amendments issued by the Corporation in respect thereof;

dd. ***Service Level(s)*** means the performance standards, which will apply, to the services delivered through the Software Application and hardware implemented by the Service Provider.

ee. ***Service Level Requirement(s)*** means the timelines and the quality levelsto be adhered to by the Service Providerfor delivering various services under the contract;

ff. ***Services*** means the content and services delivered and to be delivered to the customers or the offices of MCGM by the Service Provider, and includes but not limited to the services specified in the bid document or as may be specified and incorporated in the subsequent Agreement/s under Contract Agreement.

gg. ***Users*** means the departmental staffs or any other MCGM officials having access toapplicationincluding its Implementation Agencies, technology vendors, corporations and agencies and their employees, as the context admits or requires.

hh. *"Day"*means Calendar day.

ii. *"Month"* means Calendar month of the Gregorian calendar.

jj. **"GCC"** means General Conditions of Contract.

kk. **"Foreign Currency"** means currency of a country other than that in which the works are to be located, approved by Govt of INDIA/Reserve Bank of INDIA.

ll. **"Writing"** means any hand written, type-written, or printed communication including telex and facsimile transmission, electronic and digital media.

mm. **"Country"** means the country in which the Site is located.

nn. **"Fair Items"** means additional or substituted items of work activity not included in the "Bill of Quantities and Rates" and even not existing in the "Unified Schedule of Rates" of MCGM at the time of tender.

oo. **"Variation"** means a change to the:-

   i) Specification and /or Drawings (if any) which is instructed by the MCGM.

   ii) Scope in the Contract which is instructed by the MCGM.

   iii) Price in the Contract which is instructed by the MCGM

9.2   Interpretations

a. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it;

b. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.

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

d. The headings and use of bold type in this CA are for convenience only and shall not affect the interpretation of any provision of this CA;

e. The Schedules to this CA form an integral part of this CA and will be in full force and effect as though they were expressly set out in the body of this CA;

f. Reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to such agreement, deed, instrument, license or other document as the same may be amended, varied, supplemented, modified or suspended at the time of such reference;

g. References to "construction" or "roll out" includes, unless the context otherwise requires, design, development, implementation, engineering, procurement, delivery, transportation, installation, processing, fabrication, acceptance testing, certification, commissioning and other activities incidental to the construction or roll out, and "construct" or "roll out" shall be construed accordingly;

h. Any word or expression used in this CA shall, unless defined or construed in this CA, bear its ordinary English language meaning;

i. The damages payable by a Party to the other Party as set forth in this CA, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and liquidated damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalties;

j. This CA shall operate as a legally binding agreement specifying the master terms, which apply to the Parties under this agreement and to the provision of the services by the Selected Service Provider;

k. The MCGM may nominate a technically competent agency/ individual(s) for conducting acceptance testing and certification of the various requisite infrastructure to ensure a smooth, trouble free and efficient functioning of the Scheme or carry out these tasks itself;

l. The agency/ individual nominated by MCGM can engage professional organizations for conducting specific tests on the software, hardware, networking, security and all other aspects;

m. The agency/ individual will establish appropriate processes for notifying the Selected Service Provider of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the Selected Service Provider to take corrective action;

n. Such an involvement of and guidance by the agency/ person will not, however, absolve the Selected Service Provider of the fundamental responsibility of designing, installing, testing and commissioning the application & the infrastructure for efficient and effective delivery of services as contemplated under this Bid Document.

o. The following documents forming this Agreement are to be taken as mutually explanatory of one another:

❖ This Agreement;

❖ Purchase Order or Letter of Intent issued by MCGM to the successful Bidder and

❖ Clarification and Corrigendum Documents published by MCGM subsequent to the bid for this work

❖ Bid Document of MCGM for this work

❖ Detail Commercial bid of the Selected Service Provider accepted by MCGM

9.3   Term of the Contract Agreement

❖ The term of this CA shall be for a period of <<enter the total duration of the contract including maintenance>> from the date of issue of PO/LoI/LoA. This includes the time required for Implementation, Operations and Maintenance Support.

❖ In the event of implementation period getting extended beyond the stipulated time, for reasons not attributable to the Service Provider, MCGM reserves the right to extend the term of the Agreement by a suitable period with mutual consensus to allow validity of contract from the date of operational acceptance.

9.4   MCGM Decision

Except where otherwise specifically stated, the MCGM representative will decide contractual matters between MCGM and the Bidder in the role representing the MCGM. However, if MCGM representative is required under the rules and regulations and orders of the MCGM to obtain prior approval of some other authorities for specific actions, he will so obtain the approval, before Communicating his decision to the Bidder.

Except as expressly stated in the Contract, MCGM representative shall not have any authority to relieve the Contractor of any of his obligations under the contract.

9.5   Delegation

MCGM representative, with the approval of the MCGM Authority, may delegate any of his duties and responsibilities to other person(s), except to the Adjudicator, after notifying the Bidder, and may cancel any delegation after notifying the Bidder.

9.6   Communication

All certificates, notices or instructions to be given to the Bidder by MCGM shall be sent on the address / Email Address or contact details given by the Bidder. The address and contact details for communication with the MCGM shall be as per the details given in Contract Data. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by facsimile (fax) or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

9.7   Other Bidders

The Bidder shall cooperate and share the Site with other Bidder, public authorities, utilities, and the MCGM between the dates given in the Schedule of Other Bidder, as referred to in the Contract Data. The Bidder shall also provide facilities and services for them as described in the Schedule. The MCGM may modify the Schedule of Other Bidder, and shall notify the Bidder of any such modification.

9.8   Personnel

The Service Provider's personnel shall appropriately be qualified, skilled and experienced in their respective trades or occupations. MCGM shall have authority to remove, or cause to be removed, any person employed on the site or works, who carries out duties incompetently or negligently.

If MCGM asks the Service Provider to remove a person who is a member of the Service Provider 's staff or work force, stating the reasons, the Service Provider shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.

9.9   MCGM's & Service Provider's Risk

The MCGM carries the risks which this Contract states are MCGM's risks, and the Service Provider carries the risks which this Contract states are Service Provider's risks.

9.10   MCGM's Risk

The MCGM is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot, commotion or disorder (unless restricted to the Service Provider's employees) and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Service Provider's design.

9.11   Service Provider's Risk

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks, are the responsibility of the Service Provider.

9.12   Management Meetings

MCGM may require the Service Provider to attend a management meeting. The business of a management meeting shall be to review the plans for progress of the Works.

MCGM shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by MCGM either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

9.13   Tests

All expenditure required to be incurred in testing if any, shall be borne by the Service Provider himself.

9.14   Variations

MCGM shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, -25 % to 25 %Variations within the scope of the WorksMCGM considers necessary or advisable during the progress of the Contract. Such Variations shall form part of the Contract and the Service Provider shall carry them out and include them in updated Programmes produced by the Service Provider. Oral orders of MCGM for Variations, unless followed by written confirmation, shall not be taken into account.

9.15 Payment for Variations

If rates for Variation items are specified in the Bill of Quantities, the Service Provider shall carry out such work at the same rate.

9.16 Operation & Maintenance Manual

If Drawings and/or operating and maintenance manuals are required, the Service Provider shall supply them by the dates stated in the Contract Data.

If the Service Provider does not supply the Drawings and/or manuals by the dates stated in the contract Data, or they do not receive the MCGM's approval, MCGM shall withhold the amount stated in the Contract Data from payments due to the Service Provider.

9.17 Compliance with Labour Regulations

During continuance of the Contract, the Service Provider and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.

Furthermore, the Service Provider shall keep MCGM indemnified in case any action is taken against the MCGM by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If MCGM is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Service Provider, MCGM shall have the right to deduct any money due to the Service Provider including his amount of performance guarantee. The MCGM shall also have right to recover from the Service Provider any sum required or estimated to be required for making good the loss or damage suffered by MCGM.

The Service Provider shall require his employees to obey all applicable laws, including those concerning safety at work.

The employees of the Service Provider and the Sub-Contractor in no case shall be treated as the employees of the MCGM at any point of time.

9.18 Clarification

Bidder requiring any clarification on the tender may notify "the MCGM Authority" in writing or by fax or e-mail. They should send in their queries before the date specified in the Bid Data Sheet. "The MCGM Authority" shall Endeavour to respond to the queries within the period specified therein. The responses will be sent by fax and/or e-mail. The MCGM Authority will forward all the queries and its responses thereto, to all purchasers of the TENDER without identifying the source of queries.

"The MCGM Authority" shall Endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the MCGM Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the MCGM Authority to respond to any question or to provide any clarification, but not later than the date provided in header data.

"The MCGM Authority" may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the MCGM Authority shall be deemed to be part of the tender. Verbal clarifications and information given by MCGM Authority or its employees or representatives shall not in any way or manner be binding on the MCGM Authority.

9.19   Format and signing of Application
The Bidder shall provide all the information sought under this TENDER. The MCGM Authority will evaluate only those application that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

The Bidder will upload application in One Folder in electronic form which shall contain the scanned certified copies of the documents given below and the documents uploaded has to be digitally signed by the bidder. These copies shall be certified by Practicing Notary approved by the Govt. of Maharashtra or Govt. of India with his stamp, clearly stating his name & registration number, except where original documents are demanded

9.20   Marking of Application
The Bidder shall submit the application in the format specified in the Bid Document, together with the documents, upload in folder as "Bidder" together with their respective enclosures

Applications submitted by fax, telex, telegram shall not be entertained and shall be rejected outright.

9.21   Clarification of Financial Bids
To assist in the examination, evaluation and comparison of Bids, MCGM may, at his discretion, ask any bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by post/facsimile/e-mail. No Bidder shall contact MCGM officials on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. Any effort by the Bidder to influence the MCGM officials in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

9.22   Official Secrecy
The Service Provider shall of all the persons employed in any works in connection with the contract that the India Official Secrets Act 1923 (XIX of 1923) applies to them and will continue to apply even after execution of the said works and they will not disclose any information regarding this contract to any third party. The Service Provider shall also bring into notice that, any information found to be leaked out or disclosed the concern person as well as the Service Provider will be liable for penal action; further the Corporation will be at liberty to terminate the contract without notice.

9.23   Subsequent Legislation
If on the day of submission of bids for the contract, there occur changes to any National or State stature, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the Service Provider, such additional or reduced cost shall, after due consultation with the Service Provider, be determined by the concerned authority of MCGM and shall be added to or deducted from the Contract Price with prior approval of competent authority and MCGM shall notify the Service Provider accordingly .MCGM reserve the right to take decision in respect of addition/reduction of cost in contract.

9.24 Patent, Right and Royalties

The Service Provider shall save harmless and indemnify the Corporation from and against all claims and proceedings for or on account of infringement of any Patent rights, design trademark or name of other protected rights in respect of any constructional plant, machine work, or material used for or in connection with the Works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the Service Provider shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the works or any of them.

9.25 Payments, Tax & Claims

> **The Limit for unforeseen Risks**

Under no circumstances whatever the Service Provider shall be entitled to any compensation from MCGM on any account unless the Service Provider shall have submitted a claim in writing to MCGM within 1 month of the case of such claim occurring.

> **No interest for delayed payments due to disputes, etc**

It is agreed that the Municipal Corporation of Greater Mumbai or its representative or Officer shall not be liable to pay any interest or damage with respect of any moneys or balance which may be in its or its representative's or officer's hands owing to any dispute or difference or claim or misunderstanding between the Municipal Corporation of Greater Mumbai or its representative or Officer on the one hand and the Service Provider on the other, or with respect to any delay on the part of the Municipal Corporation of Greater Mumbai or representative or Officers in making periodical or final payments or in any other respect whatever.

9.26 Receipts to be signed in firm's name by any one of the partners

Every receipt for money which may become payable or for any security which may become transferable to the Service Provider under these present shall, if signed in the partnership name by any one of the partners, be a good and sufficient discharge to the Commissioner and Municipal Corporation in respect of the money or security purporting to be acknowledged thereby, and in the event of death of any of the partners during the pendency of this contract, it is hereby expressly agreed that every receipt by any one of the surviving partners shall, if so signed as aforesaid, be good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the Commissioner or the Corporation may hereafter have against the legal representatives of any partners so dying or in respect of any breach of any of the conditions thereof, provided also that nothing in this clause contained shall be deemed prejudicial or affect the respective rights or obligations of the Service Provider and of the legal representatives of any deceased Service Provider interest.

9.27 Proprietary data

All documents and other information supplied by the Authority or submitted by an Service Provider to MCGM Authority shall remain or become the property of MCGM Authority. Service Provider are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. MCGM Authority will not return any Application or any information provided along therewith.

9.28 Correspondence with the Service Provider

Save and except as provided in this TENDER, MCGM Authority shall not entertain any correspondence with any Service Provider in relation to the acceptance or rejection of any Application.

9.29 Taxes

G.S.T. and other state levies/ cess which are not subsumed under GST will be applicable.The tenderer shallquote inclusive of all taxes. It is clearly understood that MCGM will not bear any additional liability towardspayment of any Taxes &Duties.Whereever the services to be provided by the Tenderers falls under Reverse Charge Mechanism, the pricequoted shall be exclusive of GST, but inclusive of Taxes/ Duties/ Cess other than GST, if any. Wherein the tenderer shall indicate in the tabular format, all theapplicable taxes and their percentages and the tax amount considered while quoting the tender.Rates accepted by MCGM shall hold good till completion of work and no additional individual claim shall beadmissible on account of fluctuations in market rates, increase in taxes/ any other lebies/ tolls etc.except thatpayment/ recovery for overall market situation shall be made as per price variation.

9.30 Contract Execution

All required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance. All contract documents need to be duly affixed with stamp duty properly signed along with evidence/proof of payment of security/contract deposit/ within 30 days from the date of letter of acceptance received by him.

If the amount of the Contract Deposit to be paid above is not paid within 30 days from the date of issue of Letter of Acceptance, the Tender / Contractor already accepted shall be considered as cancelled and legal steps be taken against the Bidder for recovery of the amounts.

The amount of Performance Bank Guarantee (PBG) retained by the MCGM shall be released after expiry of period up to which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete the rectification work within the period up to which the contractor has agreed to maintain the work in good order, the amount of Performance Bank Guarantee (PBG)retained by MCGM shall be adjusted to- wards the excess cost incurred by the Department on rectification work.

9.31 Contract may be rescinded and Performance Bank Guarantee (PBG) forfeited for bribing a public officer or if contractor becomes insolvent

If the contractor assigns or sublets his contracts or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents through any public officer, or person in the employ of MCGM/Govt. in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer In-charge may thereupon, by notice in writing rescind the contract and the Performance Bank Guarantee (PBG) of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of MCGM and the same consequences shall ensure as if the contract had been rescinded under above clause J hereof; and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

9.32 Fees

The fees shall be inclusive ofGST, duties, fees, levies, charges, and commissions as applicable under the relevant Laws of India. Should there be a change in applicable taxes, the actual taxes on the date of billing would prevail.

9.33 Work Completion Timelinesand Payment Terms

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

The Work Completion timelines are provided Subsystem wise:

'T' = Date of issue of "Letter of Intent or Purchase Order"

The below represents the work completion timelines and payment terms for a project having implementation support of 3 years.

#	Milestone	Deliverables	Timelines	Payment Terms *
1.	Acceptance of Letter of Intent	Acceptance of LoI /work order	T	Nil
2.	Project Kick-Off	Project Inception Report Project Management Plan, implementation schedule	T+2 Weeks	Nil
3.	Project Planning and Team Mobilisation	Detailed Resource Profile and Resource Allocation plan. Also deployment of project management tool if any	T+2 Weeks	Nil
4.	As Is & Gap Assessment	AS IS & Network/Infrastructure documents	T+2Weeks	Nil
5.	Supply, installation configuration of Hardware with required software	All the concern Reports (delivery, installation etc)	T+ 60 Days	80% on Delivery of the hardware Balance amount of 20% will be paid post installation
6.	Provisioning of license	License copy	T+ 60 Days	100% against the license copy
7.	**Manpower Support systems**	Daily system generated attendance, Absenty record (System captured attendance system)		**Quarterly.** Invoice to be submitted along with system generated for attendance.
8.	Comprehensive Maintenance Services - **Hardware support for Server, Network and client end**	Reports (uptime of hardware and AMC details of every hardware)		**Quarterly.** Invoice to be submitted along with the SLA and concerned reports with penalty / deduction, if any
9.	Comprehensive Maintenance Support Services – **Non-IT systems**	AMC & PM Reports		**Quarterly.** Invoice to be submitted along with the SLA and concerned reports with penalty / deduction, if any

#	Milestone	Deliverables	Timelines	Payment Terms *

Notes:

> All the reports should be generated from EMS Tool and need to be submitted along with the quarterly invoice.

> For any hardware Contents & frequency of the report will be mutually decided by selected bidder & MCGM

> No payment made by MCGM herein shall be deemed to constitute acceptance by MCGM of the system orany subsystem(s).

> The Service Provider will submit the invoice as per the terms & conditions of the Bid Document and subject to provisioning of licenses.

> SLA to be calculated by the service provider and submitted along with each invoice.

> Payments shall be made to the selected bidder based on actual quantities.

> The payment will be made on actual consumption of services and some components can be removed as per the requirement of MCGM

> Bidder is to provide the attendance system on his own cost (No dependency from MCGM end)

> MCGM will release the payment within 30 days of submission of **valid invoice esubject to the condition that invoice and all supporting documents produced are in order and work is performed according to the scope of services**. MCGM shall be entitled to delay or withhold the payment of any invoice or part of it delivered by Service Provider, when MCGM disputes such invoice or part of it, provided that such dispute is bonafide. No interest / penalty shall be claimed by contractor for delay in payment.

> All payments shall be made for the corresponding goods or services actually delivered, installed, or operationally accepted, per the Contract Implementation Schedule, at unit prices and in the currencies specified in the Commercial Bids.

> It is mandatory for the contractors to open a Bank Account in any of the banks approved by MCGM (specified in Annexure V of the document) for easy and quick payments. All payments under the contract will be made only on this Bank Account through Electronic Clearing System/ RTGS/ NEFT/CBS.

9.34 Service Level Agreement
The purpose of this Service Level Agreement (SLA) is to clearly define the levels of service which shall be provided by the Service Provider to MCGM for the duration of this contract period of the Project.

Severity	Description
I	Any failure/malfunctioning of: • Core Router/Switch at WDC/MHO MCGM location and its network and security modules • Ethernet port/module failure of Core Routers/Switch • Firewalls, Firewall Modules or any security devices installed at MCGM location • Anti-Virus Server • Proxy Server • Domain & Directory Server

II	Any failure/malfunctioning of : • Router/Switch at MCGM Ward location and its network and security modules • Ethernet port/module failure of Routers/Switch • LAN Setup & LAN Switch connecting to router • LAN switches installed at WDC/MHO/Ward • Priority Users at MCGM Ward
III	Any failure/malfunctioning of : • Router switches failure at all MCGM location other than WDC/MHO/Ward • LAN switches installed at MCGM locations .
IV	Any problem/fault in the IT Infrastructure resulting into interruption in the service to an individual user due to failure of hardware and software including system and application software and any other failure/problem not mentioned above(I,II & III)

Sr. No	Service Metric Parameter	Metric	Frequency	Penalty
A. Equipment installation				
1.	Supply Installation & Configuration of Software / Hardware Components	T + 60 days where T is the time when MCGM makes a request for installation of equipment		0.5% per day of value for individual hardware/software
B. Incident issue, response & Resolution				
1	Severity 1	Response Time: <= 1/2 Hrs from the time the call is logged by end user. Resolution Time: <= 1 Hrs from the time the call is logged by MCGM.	Daily	Rs 5000 per hour for every additional hour of delay
2	**Severity 2**	**Response Time:** <= 1 Hrs from the time the call is logged by MCGM end user. **Resolution Time:** <= 1 Day from the time the call is logged by end user.	Daily	Rs 1000 per hour for every additional hour of delay
3	**Severity 3**	**Response Time:** <= 4 Hrs from the time the call is logged by end user. **Resolution Time:** <= 2 Days from the time the call is logged by end user.	Daily	Rs 500 per hour for every additional hour of delay
4	**Severity 4**	**Response Time:** <= 8 Hrs from the time the call is logged by end user. **Resolution Time:** <= 2 Days from the time the call is logged by end user.	Daily	Rs 200 per hour for every additional hour of delay
C. UPTIME of installed equipments				

1	**System Uptime of individidual Components installed at WDC& MHOlike**: • Firewall • Core Routers • Core Switches • Critical servers (AD, DHCP,DNS,Proxy, etc) • SAN Storage • Any other critical IT component (mutually agreed)	**99.90%**	Monthly	Rs 5000 per hour for every additional hour of delay
D. Client Hardware Support				
1	**Computer** - not functional - network inaccessible - problems with vital software/hardware	**Response Time:** <= 2 Hours from the time the call is logged by end user. **Resolution Time:** <= 2 Days from the time the call is logged by end user.	Per occurrence	Rs. 500 per day per instance per user for non-compliance
2	**Printer/Scanner** - not functional - network inaccessible	**Response Time:** <= 2 Hours from the time the call is logged by end user. **Resolution Time:** <= 2 Days from the time the call is logged by end user.	Per occurrence	Rs. 300 per day per instance per user for non-compliance
E. Timelines				
1	Project Initiation & Team Mobilization	T + 2 Weeks, Where T is date of issue of LOI/purchase order(PO)	Per occurrence	Rs.50,000 per occurrence per day of delay
2	As-Is and Gap Assessment Report	T+ 2 Weeks Where T is date of issue of LOI/purchase order(PO)	Per Occurrence	Rs.10,000 per occurrence per day of delay
3	Specific activity desired by MCGM as per scope of work	Mutually agreed	Per Occurrence	Rs.10,000 per occurrence per day of delay
F. Miscellaneous Factors				
1	Compliance in document versioning and maintenance implementation plans, operating manual, etc	100% as per requirement Timelines - Mutually agreed	Per Occurrence	Rs.5000 per occurrence per day of delay
2	Non availablity/utilization /absence of any required reports to support/justify Invoice	100% as per requirement Timelines - Mutually agreed	Per Occurrence	Rs.5000 per occurrence per day of delay
3	Non deployment of Manpower (Criteria mentioned in RFP)	100% as per requirement Timelines	Per Occurrence	Rs 10,000 per day in case there is shortage in manpower deployment or lack of adequate

			skills In case the resource is absent for any working day, the payment of that resource will be deducted on prorata basis.
4	Resource Replacement	Within 4 days of release of existing resource initiated either by MCGM or the Implementation Agency.	Per Occurrence	Rs. 5,000 per day of unavailability of resource
5	Firewall rules update	Within 1 hours of MCGM approval	Per Occurrence	Rs. 5,000 per instance ofnon compliance
6	Anti-virus, Anti-spyware, patches, Anti-spam updates	Within 24 hrs. post release from OEM	Per Occurrence	Rs. 5000 per instance of non-compliance
7	Critical/ security Patches	Within 10 days post release by OEM	Per Occurrence	Rs. 10,000 per instance of non-compliance
8	Non-Critical /Optional Patches	Within 30 days of post release by OEM	Per Occurrence	Rs. 5000 per instance of non-compliance per user
9	Logging a complaint with service provider	Within 30 mins of respective issue with the link or the problem of the device.	Per Occurrence	Rs. 5000 per instance of non-compliance per user
10	Logging a complaint with respective OEM/vendor	Within 30 mins of post detection of the issues with computer/printer/any user end IT equipment.	Per Occurrence	Rs. 200 per instance of Non-compliance

Note: If the total penalty exceeds 10% of the contract value, MCGM has the right to call for the annulment of contract.

9.35 Use and Acquisition of Assets during the term
The Service Provider shall–

1. Take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the project and other facilities leased/owned by the Implementation Agency exclusively in terms of the delivery of the services as per this CA (hereinafter the "Assets") in proportion to their use and control of such Assets which will include all upgrades/enhancements and improvements to meet the needs of the project arising from time to time

2. Term "Assets" also refers to all the Software / data / documentations / manuals / catalogues / brochures, created or utilized by the Service Provider.Keep all the tangible Assets in good and serviceable condition (reasonable wear and tear excepted) suitably upgraded subject to the relevant standards as stated in the bid to meet the SLAs mentioned in the contract and during the entire term of the Agreement

3. Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets and which are provided to the Service Provider will be followed by the Service Provider and any person who will be responsible for the use of the Asset

4. Take such steps as may be recommended by the manufacturer of the Assets and notified to the Service Provider or as may be necessary to use the Assets in a safe manner

5. To the extent that the Assets are under the control of the Service Provider, keep the Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them

6. Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory

provisions or regulation or in any way contrary to law

7. Use the Assets exclusively for the purpose of providing the Services as defined in the contract

8. Service Provider shall not use MCGM data to provide services for the benefit of any third party, as a service bureau or in any other manner

9.36 Security and safety

1. The Service Provider will comply with the directions issued from time to time by MCGM and the standards related to the security and safety in so far as it applies to the provision of the Services

2. Adherence to basic eGovernance Guidelines and Standards for data structure (if any) shall be adhered to.

3. Service Provider shall also comply with MCGM / Government of Maharashtra's / Government of India's information technology security and standard policies in force from time to time as applicable. MCGM shall share the relevant guidelines and standards to the Service Provider upon signing of the CA.

4. Service Provider shall use reasonable endeavors to report forthwith in writing to all the partners / contractors about the civil and criminal liabilities accruing due to any unauthorized access (including unauthorized persons who are employees of any Party) or interference with MCGM's data, facilities or Confidential Information.

5. The Service Provider shall upon reasonable request by MCGM or his/her nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

6. Service Provider shall promptly report in writing to MCGM any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at MCGM.

9.37 Indemnity

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

i. Any mis-statement or any breach of any representation or warranty made by the Service Provider or

ii. The failure by the Service Provider to fulfill any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Service Provider. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created by Service Provider pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by Service Provideror sub-contractorspursuant to this Agreement, or the SLAs (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secretes under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) "**SELECTION OF SERVICE PROVIDER FOR FACILTY MANAGEMENT SERVICES"**by itself or through other persons other than Service Provider

or its sub-contractors; (B) Third Parties (i.e., other than Service Provider or sub-contractors) at the direction of MCGM, or

iii.   Any compensation / claim or proceeding by any third party against MCGM arising out of any act, deed or omission by the Service Provider or

iv.   Claim filed by a workman or employee engaged by the Service Provider for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

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

9.38 Third Party Claims

a.   Subject to Sub-clause (b) below, the Service Provider (the "Indemnifying Party") indemnified from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favor or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.

b.   The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:

i.   The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

ii.   The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.

iii.   If the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.

iv.   The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;

v.   Service Providerhereby indemnify and hold indemnified MCGM harmless from and against any and all damages, losses, liabilities, expenses including legal fees and cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.

vi.   All settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; and (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

vii.   The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; and

viii.   In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates;

ix.   In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, and on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates.

Service Provider will defend or settle third party claims against MCGM solely attributable to the Service Provider's infringement of any copyrights, trademarks or industrial design rights alleged to have occurred in respect of Service Provider branded hardware/software/deliverables etc. (together "deliverables") supplied by the Service Provider. The Service Provider shall pay all costs, damages and attorney's fees that a court finally awards.

MCGM shall provide the Service Provider with prompt notice of such claim and extend full cooperation and assistance, information and authority reasonably necessary to defend or settle such claim. The Service Provider will have adequate opportunity to control the response thereto and the defense thereof.

Further as an exclusion, the Service Provider shall have no obligation for any claim of infringement to the extent arising from use of the deliverables in a way not indicated in the statement of work or in any specifications or documentation provided with such deliverable.

9.39 Publicity

Any publicity by the Service Provider in which the name of MCGM is to be used should be done with the explicit written permission of The Municipal Commissioner, IT, Municipal Corporation of Greater Mumbai.

9.40 Warranties

a.   The Service Provider warrants and represents to MCGM that:

    i.   It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;

    ii.   This Agreement is executed by a duly authorized representative of the Service Provider;

    iii.   It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement.

b.   In the case of the SLAs, the Service Providerwarrants and represents to MCGM, that:

    i.   The Service Provider has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;

    ii.   The SLAs shall be executed by a duly authorized representative of the Service Provider;

iii. The Services will be provided and rendered by appropriately qualified, trained and experienced personnel as mentioned in the bid;

iv. Service Provider has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;

v. The Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;

vi. Service Provider will warrant that the solutionprovided under the contract is new, of the most recent higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.

vii. The Service Provider shall ensure defect free operation of the entire solution and shall replace any such components, equipments, software and hardware which are found defective and during the entire contract period the Service Provider shall apply all the latest upgrades/patches/releases for the software after appropriate testing. No additional costs shall be paid separately for the warranty other that what are the costs quoted by the Service Provider and as specified in the contract.

viii. If the Service Provider uses in the course of the provision of the Services, components, equipments, software and hardware manufactured by any third party and which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass through third party manufacturer's Warranties relating to those components, equipment, software and hardware to the extent possible.

Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Service Provider is unable to meet the obligations pursuant to the Implementation of the project, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, MCGM will have the option to invoke the Performance Guarantee after serving a written notice of thirty (30) days to the Service Provider.

9.41 Force Majeure

The Service Provider shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the "reasonable" control of the Service Provider, not involving the Service Provider's fault or negligence and not foreseeable. Unforeseen circumstances or causes beyond the control of the Service Provider include but are not limited to acts of God, war, riot, acts of civil or military authorities, fire, floods, accidents, terrorist activity, strikes or shortages of transportation facilities, fuel, energy, labor or material.

For the Service Provider to take benefit of this clause it is a condition precedent that the Service Providermust promptly notify MCGM, in writing of such conditions and the cause thereof within five calendar days of the arising of the Force Majeure event. MCGM, or the consultant / committee appointed by MCGM shall study the submission of the Service Provider and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by MCGM in writing, the Service Provider shall continue to perform its obligations

under the resultant Agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, MCGM and the Service Provider shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of MCGM shall be final and binding on the Service Provider.

9.42 Resolution of Disputes

This Contract shall be governed by laws of India. Disputes arising out of this Agreement shall be first referred to the senior executives of each party for an amicable solution. If the dispute is not resolved within a period of thirty (30) days, the same shall be referred to arbitration in accordance with Arbitration and Conciliation Act, 1996 (including all amendments thereto).

Each party shall appoint one arbitrator each and the two appointed arbitrators shall appoint the third arbitrator. The decision of the arbitrators shall be final and binding on both parties. The venue of arbitration shall be Mumbai, India. Subject to the above, this Agreement shall be subject to the jurisdiction of the courts of Mumbai, India.

9.43 Risk Purchase Clause

In the event theService Provider fails to execute the project as stipulated in the CA, or as per the directions given by MCGM from time to time, MCGM reserves the right to procure similar services/product from the next eligible Bidder or from alternate sources at the cost of the Service Provider. Before taking such a decision, MCGM shall serve a notice period of one month to the Service Provider.

The 30 day notice period shall be considered as the 'Cure Period' to facilitate the Service Provider to cure the breach. The provision for Risk Purchase shall be evoked in the event the Service Provider fails to correct the breach within the 'Cure Period'.

9.44 Limitation of Liability towards MCGM

The Service Provider's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The Service Provider shall be liable to MCGM for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Service Provider and its employees, including loss caused to MCGM on account of defect in goods or deficiency in services on the part of Service Provider or his agents or any person / persons claiming through or under said Service Provider. However, such liability ofService Provider shall not exceed the total value of the Agreement.

Service Provider's aggregate liability in connection with obligations undertaken as a part of this contract regardless of the form or nature of the action giving rise to such liability, shall be at actual and limited to the amount paid by MCGM for:

(i) the particular hardware/software; or

(ii) services provided during the twelve (12) months immediately preceding the date of the claim;

that in each case is the subject of the claim.

This limit shall not apply to damages for bodily injury (including death) and damage to real property and tangible personal property for which the Service Provider is legally liable.

9.45 Conflict of Interest

The Service Provider shall disclose to MCGM in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Service Provider or its team) in the course of performing the Services as soon as it becomes aware of such a conflict. Service Provider shall hold MCGM's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.

9.46 Data Ownership

All the data created as the part of the project shall be owned by MCGM. The Service Providershall take utmost care in maintaining security, confidentiality and backup of this data. Access to the data / systems shall be given by the Service Provider only to the personnel working on the projects and their names and contact details shall be shared with MCGM in advance. MCGM / its authorized representative(s) shall conduct periodic / surprise security reviews and audits, to ensure the compliance by the Service Provideranything related to the "Project" and obligations ofservice provider as per the Contract.

The ownership of the application and the data shall rest with MCGM.

9.47 Fraud and Corruption

MCGM requires that Service Provider must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, MCGM defines, for the purpose of this provision, the terms set forth as follows:

a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of MCGM in contract executions.

b. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to MCGM, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificially high or non-competitive levels and to deprive MCGM of the benefits of free and open competition.

c. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by MCGM with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

d. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

e. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

If it is noticed that the Service Providerhas indulged into the Corrupt / Fraudulent / Undesirable / Coercive practices, it will be a sufficient ground for MCGM for termination of the contract and initiate black-listing of the vendor.

9.48 Exit Management

i. Exit Management Purpose

This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

The exit management period starts, in case of expiry of contract, at least 6 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the anything related to the "Project" and obligations of Service Provider as per the Contract. The exit management period ends on the date agreed upon by MCGM or three months after the beginning of the exit management period, whichever is earlier.

ii. Confidential Information, Security and Data

Service Provider will promptly, on the commencement of the exit management period, supply to MCGM or its nominated agencies the following:

a. Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code; any other data and confidential information created as part of or is related to this project;

b. Project data as is reasonably required for purposes of the project or for transitioning of the services to its replacing successful Bidder in a readily available format.

c. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable MCGM and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the Services to MCGM or its nominated agencies, or its replacing vendor (as the case may be).

d. The Service Provider shall retain all of the above information with them for 30 days after the termination of the contract, post which the provider has to wipe/purge/delete all information created or retained as part of this project.

e. Service Provider will sign a Non-Disclosure Agreement with MCGM IT Department. The format for the same has been included in Annexure VII.

iii. Rights of Access to Information

At any time during the exit management period, the Service Provider will be obliged to provide an access of information to MCGM and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogs, archive data, Live data, policy documents or any other material related to implementation of the application for MCGM.

iv. Exit Management Plan

Successful Bidder shall provide MCGM with a recommended "Exit Management Plan" within 90 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

a. A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

b. Plans for the communication with such of the Successful Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;

c. Plans for provision of contingent support to the implementation of hosted Project and Replacement Vendor for a reasonable period (minimum one month) after transfer.

d. Exit Management Plan shall be presented by the Service Provider to and approved by MCGM or its nominated agencies.

e. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Service Provider complying with its obligations under this Schedule.

f. During the exit management period, the Service Provider shall use its best efforts to deliver the services.

g. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

9.49 Termination of contract

MCGM may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the Service Provider and terminate the contract either in whole or in part:

- If the Service Provider fails to deliver any or all of the project requirements / operationalization / Operational Acceptance of project within the time frame specified in the contract; or
- If the Service Provider fails to perform any other obligation(s) under the contract.

Prior to providing a notice of termination to the Service Provider, MCGM shall provide the Service Provider with a written notice of 30 days instructing the Service Provider to cure any breach/ default of the Contract, if MCGM is of the view that the breach may be rectified.

On failure of the Service Provider to rectify such breach within 30 days, MCGM may terminate the contract by providing a written notice of 30 days to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MCGM. In such an event the Service Provider shall be liable for penalty imposed by MCGM.

In the event of termination of this contract for any reason whatsoever, MCGM is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the Service Provider shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to MCGM and/ or succeeding vendor, as may be required, to take over the obligations of the Service Provider in relation to the execution/ continued execution of the requirements of this contract.

9.50 Termination forConvenience

a) MCGM, by notice sent to Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for MCGM's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

b) The deliverables/ Services that are complete and ready for delivery within twenty-eight (28) days after the Service Provider's receipt of notice of termination shall be accepted by MCGM at the Contract terms and prices. For the remaining deliverables/ services, MCGM may elect:

    I.   to have any portion completed and delivered at the Contract terms and prices; and/or

    II.   to cancel the remainder and pay to the Service Provider an agreed amount for partially completed deliverables and Related Services .

9.51 Miscellaneous
a. Confidentiality

"Confidential Information" means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party or its subcontractors (whether a Party to the contract or to the SLA) in the course of or in connection with the contract (including without limitation such information received during negotiations, location visits and meetings in connection with the contract or to the SLA) or pursuant to the contract to be signed subsequently.

Except with the prior written permission of MCGM, the Service Provider (including all partners) and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Service Provider and it's Personnel make public the recommendations formulated in the course of, or as a result of the project. In matters pertaining to privacy of data, the Service Provider (including all partners) shall not use any data for analytical/commercial reasons whatsoever.

The Service Provider recognizes that during the term of this Agreement, sensitive data will be procured and made available to it, its Sub contractors and agents and others working for or under the Service Provider. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to the Department whose data is used but also to its stakeholders. The function of MCGM requires the Service Provider, its Subcontractors and agents to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this Article will result in MCGMand its nominees receiving a right to seek injunctive relief and damages, from the Service Provider.

The restrictions of this Article shall not apply to confidential information that:

    i.   Is or becomes generally available to the public through no breach of this Article by the Recipient; and

    ii.   Was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; and

    iii.   Is developed by the Recipient independently of any of discloser's Confidential Information; and

    iv.   Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; and

    v.   Is identified in writing by the Discloser as no longer proprietary or confidential; or

vi.   Is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal and regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

To the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:

i.   Its employees, agents and independent contractors and to any of its affiliates and their respective independent contractors or employees; and

ii.   Its professional advisors and auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article and in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.

The provisions of this Article shall survive the expiration or any earlier termination of this Agreement.

b.   Standards of Performance

The Service Provider shall provide the services and carry out their obligations under the Contract with due diligence, efficiency and professionalism/ethics in accordance with generally accepted professional standards and practices. The Service Provider shall always act in respect of any matter relating to this contract. The Service Provider shall abide by all the applicable provisions/Acts/Rules/ Regulations, Standing orders, etc. of Information Technology as prevalent in the country. The Service Provider shall also conform to the standards laid down by Government of Maharashtra or Government of India from time to time. Such standards and guidelines shall be shared with the Service Provider by MCGM up on signing of the Contract.

c.   Sub Contracts

Unless specifically mentioned in the contract subletting will not be allowed. Sublleting where otherwise provided by the contract shall not be more than 25% of the contract value. Sub-contracting may be permitted post approval from MCGM. The Service Provider shall seek prior approval from MCGM for sub-contracting any work, if not already specified in the bid. However, such sub-contracting shall not relieve the Service Provider from any liability or obligation under the Contract. The Service Provider shall be solely responsible for the work carried out by subcontracting under the contract.

d.   Care to be taken while working at MCGM Office

Service Provider should follow instructions issued by concerned Competent Authority from time to time for carrying out work at designated places. Service Provider should ensure that there is no damage caused to any private or public property. In case such damage is caused, Service Provider shall immediately bring it to the notice of concerned organization and MCGM in writing and pay necessary charges towards fixing of the damage.

Service Provider shall ensure that its employees/representatives don't breach privacy of any citizen or establishment during the course of execution or maintenance of the project.

e. Compliance with Labour regulations

The Service Provider shall pay fair and reasonable wages to the workmen employed, for the contract undertaken and comply with the provisions set forth under the Minimum wages Act and the Contract Labour Act 1970. The salary of the manpower working on MCGM project should be paid using ECS / NEFT / RTGS. A record of the payments made in this regard should be maintained by the Service Provider. Upon request, this record shall be produced to the appropriate authority in MCGM and/or Judicial Body. If complaints are received by MCGM (or any appropriate authority) appropriate action (Liquidation of Security Deposit, Blacklisting, etc.) may be initiated as deemed necessary against the Service Provider.

f. Independent Contractor

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture or employment relationship between the Parties to this Agreement. Except as expressly stated in this Agreement nothing in this Agreement shall be deemed to constitute any Party as the agent of any other Party or authorizes either Party (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of or otherwise bind or oblige the other Party, or (iv) to commit the other Party in any manner whatsoever in each case without obtaining the other Party's prior written consent.

g. Waiver

A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

h. Notices

Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery post.In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below-

MCGM:

Municipal Commissioner

Municipal Corporation of Greater Mumbai, Engineering Hub Bldg., Dr. E. Moses Road, Worli Naka, Worli, Mumbai – 16

Tel: -----------------------
Fax: -----------------------

Service Provider

Tel: -----------------------
Fax: -----------------------

Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) between the hours of 9.30 A.M and 5.30 P.M. at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours, and seven calendar days from the date of posting (if by letter).

i. Personnel/Employees

i. Personnel/employees assigned by Service Provider to perform the services shall be employees of Service Provider and/or its sub-contractors, and under no circumstances will such personnel be considered as employees of MCGM. Service Provider shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all laws as applicable from time to time. MCGM shall not be responsible for the above issues concerning to personnel of Service Provider.

ii. Service Provider shall use its best efforts to ensure that sufficient Service Provider personnel are employed to perform the Services, and that, such personnel have appropriate qualifications to perform the Services. MCGM or its nominated agencies shall have the right to require the removal or replacement of any Service Provider personnel performing work under this Agreement. In the event that MCGM requests that any Service Provider personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule and upon clearance of the personnel based on profile review and personal interview by MCGM or its nominated agencies as per defined SLAs. The Service Provider shall depute quality team for the project and as per requirements MCGM shall have the right to ask Service Provider to change the team.

iii. Management (Regional Head / VP level officer) of Service Provider needs to be involved in the project monitoring and should attend the review meeting atleast once in a month.

iv. The profiles of resources proposed by Service Provider Service Provider in the technical bid, which are considered for Technical bid evaluation, shall be construed as 'Key Personnel'and the Service Provider shall not remove such personnel without the prior written consent of MCGM. For any changes to the proposed resources, Service Provider shall provide equivalent or more experienced resources in consultation with MCGM.The penalty applicable for replacement of 'Key Personnel' within the first six months of the contract shall be Rs. 25,000 per change in resource. Maximum one replacement is permissible in the first six months.

v. Except as stated in this clause, nothing in this Agreement will limit the ability of Service Provider freely to assign or reassign its employees; provided that Service Provider shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. MCGM shall have the right to review and approve Service Provider's plan for any such knowledge transfer. Service Provider shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.

vi. Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connection therewith.

j. Variations and Further Assurance

a. No amendment, variation or other change to this Agreement or the SLAs shall be valid unless made in writing and signed by the duly authorized representatives of the Parties to this Agreement.

b. Each Party to this Agreement or the SLAs agree to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in the Agreement or the SLAs.

k. Severability and Waiver

i. If any provision of this Agreement or the SLAs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLAs or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision within seven working days.

ii. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement or the SLAs of any right, remedy or provision of this Agreement or the SLAs shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of any other right, remedy or provision.

l. Survivability

The termination or expiry of this Agreement or the SLAs for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

9.52 Applicable Law

The contract shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All legal disputes are subject to the jurisdiction of Mumbai courts only.

9.53 Stamp Duty Payment

The stamp duty payable for the contract shall be borne by the Service ProviderIN WITNESS whereof the parties hereto have signed this on the day, month and year first herein above written.

Signed, sealed and delivered
By -------------------------
-------------------------------,
For and on behalf of Municipal Corporation of Greater Mumbai

Signed, sealed and delivered
By ----------------------------
For and on behalf of the "Service Provider",

Witnesses:

(1)

(2)

Attachments to the Agreement:

    i.   Scope of Services for the Service Provider

    ii.   Detail Commercial bid of the Service Provider accepted by MCGM

    iii.   Corrigendum Document published by MCGM subsequent to the bid for this work

    iv.   Bid Document of MCGM for this work

    v.   LoI issued by MCGM to the successful Bidder

    vi.   The successful Bidder's "Technical Bid" and "Commercial Bid" submitted in response to the bid

10 Annexure V: List of Approved Banks

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

State Bank of India and its subsidiary Banks.		
1. State Bank of India.	2. State Bank of Hyderabad.	3. State Bank of Hyderabad.
4. State Bank of Mysore.	5. State Bank of Patiala.	6. State Bank of Saurashtra.
7. State Bank of Travancore.		
Nationalized Banks.		
8. Allahabad Bank.	9. Andhra Bank.	10. Bank of Baroda.
11. Bank of India.	12. Bank of Maharashtra.	13. Canara Bank.
14. Central Bank of India.	15. Corporation Bank.	16. Dena Bank.
17. Indian Bank.	18. Indian Overseas Bank.	19. Oriental Bank of Commerce.
20. Punjab National Bank.	21. Punjab and Sind Bank.	22. Syndicate Bank.
23. UCO Bank.	24. Union Bank of India.	25. United Bank of India.
26. Vijaya Bank.		
Other Public Sector Banks.		
27. ~~Industrial Development Bank of India (IDBI)~~		
Private Sector Banks.		
28. Axis Bank Ltd.	29. Bank of Rajasthan Ltd.	30. Catholic Syrian Bank Ltd.
31. City Union Bank Ltd.	32. Development Credit Bank Ltd.	33. Dhanalakshmi Bank Ltd.
34. Federal Bank Ltd.	35. HDFC Bank Ltd.	36. ICICI Bank Ltd.
37. IndusInd Bank Ltd.	38. ING Vysya Bank Ltd.	39. Jammu and Kashmir Bank Ltd.
40. Karnataka Bank Ltd.	41. Karur Vysya Bank Ltd.	42. Kotak Mahindra Bank Ltd.
43. Lakshmi Vilas Bank Ltd.	44. Nainital Bank Ltd.	45. Ratnakar Bank Ltd.
46. SBI Commercial International Bank Ltd.	47. South Indian Bank Ltd.	48. Tamil land Mercantile Bank Ltd.
49. Yes Bank Ltd.		
Scheduled Urban Co-op. Banks Licensed to issued Bankers Guarantee.		
50. Abhyudaya Co-Op. Bank Ltd.	51. Bassein Catholic Co-Op. Bank Ltd.	52. Bharat Co-Op. Bank Ltd.
53. Bombay Mercantile Co-Op. Bank Ltd.	54. Citizen Credit Co-Op. Bank Ltd.	55. Dombivli Nagari Sahakari Bank Ltd.
56. Greater Mumbai Co-Op. Bank Ltd.	57. Janakalyan Sahakari Bank Ltd.	58. Janata Sahakari Bank Ltd.

59. Kalyan Janata Sahakari Bank Ltd.	60. Kapol Co-Op. Bank Ltd.	61. Mahanagar Co-Op. Bank Ltd.
62. Mumbai District Central Co-Op. Bank Ltd.	63. NKGSB Co-Op. Bank Ltd.	64. New India Co-Op. Bank Ltd.
65. Parsik Janata Sahakari Bank Ltd.	66. Punjab & Maharashtra Co-Op. Bank Ltd.	67. Rupee Co-Op. Bank Ltd.
68. Sangli Urban Co-Op. Bank Ltd.	69. Saraswat Co-Op. Bank Ltd.	70. Thane Bharat Sahakari Bank Ltd.
71. Thane Janata Sahakri Bank Ltd.	72. The Cosmos Co-Op. Bank Ltd.	73. The Shamrao Vitthal Co-Op. Bank Ltd.
74. The Zoroastrian Co-Op. Bank.		
State Co-op. Banks.		
75. The Maharashtra State Co-Op. Bank.		
Foreign Banks.		
76. ABN Amro Bank N. V.	77. Abu Dhabi Commercial Bank Ltd.	78. American Express Banking Corporation.
79. Antwerp Diamond Bank N. V.	80. Arab Bangladesh Bank.	81. Bank International Indonesia.
82. Bank of America.	83. Bank of Bahrain and Kuwait BSC.	84. Bank of Ceylon.
85. Bank of Nova Scotia.	86. Bank of Tokyo-Mitsubushi Ltd.	87. Barclays Bank Plc.
88. BNP Paribas.	89. China Trust Commercial Bank.	90. Shinhan Bank.
91. Citi Bank N.A.	92. Calyon Bank.	93. Deutsche Bank.
94. DBS Bank Ltd.	95. The Hongkong and Shanghai Banking Corporation Ltd. (HSBC)	96. J.P. Morgan Chase Bank N.A.
97. Krung Thai Bank Public Company Ltd.	98. Mashreq Bank psc.	99. Mizuho Corporate Bank Ltd.
100. Oman International Bank S.A.O.G.	101. Societe Generale.	102. Sonali Bank.
103. Standard Chartered Bank.	104. State Bank of Mauritius Ltd.	

11   Annexure VI: Authorization letter for attending pre-bid meeting / bid opening

(to be provided on the letter head of Bidder)

No..   Date......................

To
The...
Municipal Corporation of Greater Mumbai,
Mumbai.

Sub: Bid No...................... due date....................

Sir,

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

▪   Pre-bid Meeting to be held on.................at...............A.M./P.M.

▪   Bid Opening on.................... At............... A.M. /P.M.

Kindly permit him/her to attend the same.

Yours faithfully,
Signature:
Name of signatory:
Designation:
Rubber Stamp:

12 Annexure VII: Draft Non-Disclosure Agreement

(To be submitted on a Rs. 100 Stamp Paper)

This Non-Disclosure Agreement ("Non-Disc") is made and entered into_____day of_____month_____year (effective date) by and between _____ ("Department") and _____ ("Company").

Whereas, Department and Company have entered into an Agreement ("Agreement") _____effective _____ for _____; and

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

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

1. **Definitions.** As used herein:

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

b) The term, "Department" shall include the officers, employees, agents, consultants, contractors and representatives of Department.

c) The term, "Company" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

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

a) Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;

b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;

c) Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Bids developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with

the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;

d) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and

e) Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.

f) Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.

3. **Onus.**Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.

4. **Exceptions.**These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:

a) Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
b) After it has become generally available to the public without breach of this Agreement by Company; or
c) Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
d) Which Department agrees in writing is free of such restrictions.
e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;

5. **Remedies.**Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.

6. **Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.

7. **Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.

8. **No Conflict.**The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.

9. **Authority.**The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.

10. **Dispute Resolution.** If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to the Hon. Municipal Commissioner, MCGM.

    a) The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereof.
    b) The place of arbitration shall be Mumbai.
    c) The arbitrator's award shall be substantiated in writing and binding on the parties.
    d) The proceedings of arbitration shall be conducted in English language.
    e) The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.

11. **Governing Law.**This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Mumbai, India only.

12. **Entire Agreement.**This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.

13. **Amendments.**No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

14. **Binding Agreement.**This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15. **Severability.**It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

16. **Waiver.**If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

17. **Survival.**Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.

18. **Non-solicitation.**During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with

any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.

19. **Term.**Subject to aforesaid section 17, this Agreement shall remain valid up to ….. years from the "effective date".

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

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

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

13   Annexure-VIII: Pre Bid Query Format

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

BIDDER 'S REQUEST FOR CLARIFICATION					
<<Name of Organization submitting query / request for clarification>>					
<<Full formal address of the Organization including phone, fax and email points of contact>>				Tel:	
				Fax:	
				Email:	
Sr No.	Page No.	Section No.	Point No.	Existing Clause	Clarification/Query of Bidder

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

14   Annexure IX: RACI Matrix

The RACI matrix for various activities in the project is as given below.

SrNo	Activity	SelectedVendor	MCGM	OtherApplicationVendors
1	**Requirement Gathering**	R/A	C	C
2	Installation, Configuration,	R/A	C	-
3	Integration with Existing network	R/A	C	R

4	Monitoring and maintainance of connectivity	R/A	C	-
5	Operations & Maintenance	R/A	C	-

15 Annexure-X

<u>Irrevocable Undertaking</u>

(On Rs. 500 /- Stamp Paper)

I, Shri/ Smt .... aged ....years Indian inhabitant. Proprietor/ Partner/ Director of M/s .... resident at .... do hereby give Irrevocable undertaking as under:

1) I say & understand that as specified in Section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to MCGM by way of commensurate reduction in prices.

2) I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, MCGM shall be at liberty to initiate any legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST counsel.

3) I sat that above said irrevocable undertakings is binding upon me/ my partners/ company / other Directors of the company and also upon my legal heirs, assignee, Executor, administrators etc.

4) If I fail to compliance with the provisions of the GST act, I shall be liable for penalty/ punishment or both as per the provisions of the GST Act.

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

Solemnly affirmed at   DEPONENT

This day of   BEFORE ME

Interpreted Explained and Identified by me.

16 Annexure- XI: List of Hardware/Software installed in MCGM Domain

A. Client-Side Hardware Components

SR. NO.	DESCRIPTION	AS PER RFP	Waranty Start Date	Warranty End Date
	Desktop PC			
1	IBM LENOVO PC (L90 to L98, L9A to L9H)	1428	2007	2010
2	LENOVO M58E-M7298 (L92-L93)	4600	26/08/09	26/08/15
3	LENOVO AIO M72Z-3554-1Y1 (PGAX-PGGR-PGX)	410	13/08/13	09/11/2015
4	LENOVO M73-10B4 (PG005)	3500	24/07/14	22/08/19
5	LENOVO M79-10JA (PG00R-PG00S)	5000	21/07/16	19/08/21
6	LENOVO M710-10MA (PG00X)	10	28/04/17	27/04/22
7	LENOVO AIO (PCOZ)-HMIS PCs	25	05/02/2020	05/02/2024
8	LENOVO AIO M73Z	10	28/03/2020	28/03/2023
9	LENOVO AIO V330 (PC1EK)	29	22/10/2020	23/10/2023
10	LENOVO DESKTOP V520 (PG01)	15		
11	HP COMPUTER (8CG8)	58	05/01/2019	05/01/2024
12	Acer Veriton Z6640G	15	23/06/2020	22/06/2025
13	Apple iMac-MC Office	1	05/2021	05/2022
14	LENOVO AIO V330 (PC1D-PC1EK)	1500	17/06/2020	17/06/2023
	TOTAL PC	**16601**		
	PRINTER			
1	RICOH SPC-250-DN (X084-X085)	2	05/2015	05/2018
2	SAMSUNG MONO MFP-2876-ND (ZD5HB)	20	10/2017	10/2022
3	HP COLOUR MFPM-177-FW (CNG6)	1	07/2015	07/2018
4	HP MONO MFPM-128-FW (CNB9H)	3	07/2015	07/2018
5	HP M-202-DW (VNC3)	6	07/2015	07/2018
6	RICOH SPC-250-SF (X105P1)	1	12/2015	12/2018
7	HP COLOUR INKTANK MFP (CN720)	2	01/2018	01/2019
8	HP 1606-DN (VNCF-VNF3)	50	25/02/14	25/05/15
9	RICOH SP-310-DN (T914Q-T915Q-T916Q)	500	28/10/16	28/11/21
10	RICOH SP-212-SNW (X186M)	100	28/08/16	29/09/21
11	RICOH SP-250-SF (X105-X106)	5	07/08/2016	08/08/2021
12	RICOH SP-6330-N (S83594500)	10	07/08/2016	08/08/2021
13	EPSON LQ-1310 (TRLY)	70	07/08/2016	08/08/2021
14	EPSON PRINTER LX 310DM	15		
15	TVSE RECIEPT RP-45 (RAC4KD)-Dispensaries	10	02/2018	02/2023
16	PEGASUS CARD PCP-1 (180170)-Dispensaries	5	02/2018	02/2023

17	CANON MONO MFPMF-244-DW (WQE)-Dispensaries	25	02/2018	02/2023
18	SAMSUNG MFP M2876ND	18	01/2019	01/2024
19	CANON IMAGE CLASS MF244dw (WQE) – HMIS	15	11/06/2018	11/06/2023
20	SAMSUNG MFP COLOUR	2	01/2019	01/2024
21	HP LJPRO-202\203-DW (VNC5P0-VNF360)	490	25/06/2020	25/06/2023
22	EPSON INKJET M-100 (S2XY)	380	25/06/2020	25/06/2023
23	HP MFPM-227-SDN (VNC4X0-VNC590-VNF3J0)	150	25/06/2020	25/06/2023
24	HP COLOUR MFP-178-NW (CNB2M8F)	10	25/06/2020	25/06/2023
25	EPSON DMPLQ-1310 (TRLY)	5	25/06/2020	25/06/2023
26	Canon LBP 613CDW	4	13/01/2020	13/01/21
27	Canon LBP 151DW	1	02/01/2020	02/01/21
28	CANON LBP151DW (NFKA) – HMIS	35	06/2018	07/2023
29	Lexmark 2236 ADW	10	02/04/2020	02/04/23
30	Epson L6160 INKTANK	1	16/03/2020	16/03/23
31	MFP HP GT5810	2	30/01/2018	30/01/23
	TOTAL PRINTER	**1948**		
	SCANNER			
1	HP SCANJET-8270 (CN2-CN3-CNC)	150	25/05/2014	25/05/2015
2	CANON DRM-160II+FB-101 (FF41-GXU0)	300	08/07/16	08/08/2021
3	CANON DR-6030-C+FB-201 (FLU00-FX402)	10	08/07/16	08/08/2021
4	BROTHER ASD-2100 (E71000)	200	08/07/16	08/08/2021
5	PEGASUS PS-3115-QR (CAEF186)	10	02/2018	02/2023
6	CANON IMAGE FB+ADFDRF-120 (GSU10-GSU11)	285	19/06/2020	19/06/2023
7	CANON ADFDRC-230 (JAU12-JAU13)	195	19/06/2020	19/06/2023
8	HP SCANNER PRO3000	3	06/05/2020	06/06/2021
9	EPSON L6170/90	4	29/04/2020	29/04/2021
10	CANON SCANNER DR-C240	7	12/2019	12/2022
	TOTAL SCANNER	**1164**		
	TABLET/LAPTOP			
1	LENOVO THINKPAD 10 TABLET (MP06D)	100	23/08/14	21/09/15
2	LENOVO E-40 LAPTOP (MP142-MP143-MP144)	500	23/09/16	22/09/21
3	APPLE MAC BOOK	3	04/2020	04/2021
4	DELL LAPTOP 5567	1	30/01/18	30/01/21
5	LENOVO B-40 LAPTOP (MP088)	1	08/2015	08/2018
6	LENOVO LN-V330 LAPTOP (R90)	75	05/2019	05/2024
7	APPLE Ipad	2	13/01/2020	13/01/2021
8	DELL LAPTOP	4	05/12/2019	19/12/2022
9	LENOVO LAPTOP V330-HMIS	278	28/03/2019	28/03/2024
10	ASUS LAPTOP (5810) K3NX	4	03/03/2020	03/03/2023
11	LENOVO YOGA TABLET (HA18)	200	01/11/2020	01/11/2023
12	MI Notebook	2	05/2021	05/2022
13	APPLE Ipad	1	30/03/2021	30/03/2022
	TOTAL TABLET\LAPTOP	**1171**		

B. Non-IT		
Sr.No.	**Description**	**Quantity**
1	Fire fighting System (Fire alarm and suppression system with 250 Smoke detectors)	2
2	Fire Alarm System	1
3	Fire Suppression System (FM 200 KIDDE Cylinders(Old DC) - 4 Nos, with Smoke Detectors)	1
4	Fire Suppression System (FM 200 KIDDE Cylinders (New DC) - 8 Nos, with Smoke Detectors)	1
5	Fire Suppression System (FM 200 KIDDE Cylinders (EPBAX room) - 2 Nos, with Smoke Detectors)	1
6	Fire Suppression System (FM 200 KIDDECylinders (Meter room) - 3 Nos, with Smoke Detectors)	1
7	Fire Suppression System (FM 200 KIDDECylinders (UPS room) - 1 Nos, with Smoke Detectors)	1
8	Access Control System(Spectra - ACT 1000)	2
9	Access Control System (Spectra - ACT 500)	2
10	EPABX System (Seimens HiPath 3800)	1
11	DG set (Kirloskar – kg 250ws-b) Kirloskar - 250KVA	1
12	DG set (Cumins-pts/bf7-01) - 100KVA	2
13	DG set (Kieloskar – 125ws-b)	1
14	DG set (500 KVA)	2
15	70KVA N +1 Redundant modular (2-MHO, 2 WDC	4

17   Minimum Technical Specification

S. No.	Parameter	Blade Chassis
1	**Blade Chassis**	The proposed blade chassis should be of the latest generation from the OEM and should support blade servers installed with 205 watts CPUs and should support at least 2 future generations of intel processors.
		Solution should provide comprehensive RESTful API.
		The proposed blade chassis should support minimum 8 dual socket blade servers or 4 quad socket blade servers or combination of the same.
		Solution should have single console provisioning for compute, storage and server side network configuration.
		The chassis should use no mid-plane or passive mid-plane to connect to ethernet network in order to support future generation ethernet technologies without the need to replace chassis
		Chassis should have dual redundant Managemnt modules built-in.
		The chassis should be able to support compute blades, storage blades and network switches within the chassis without exceeding the Rack Unit space required by the chassis

		The Chassis Should support at least six IO module bays to support redundant Network and storage fabrics
		Should support built-in Zero Click Discovery of compute, storage and network resources within the management domain
		Should support management using an interactive touchscreen and mobile options. The Chassis should have a built-in KVM enabled.
2	**Ethernet Network**	IO Module/ Interconnect should support at least 25Gbps downlinks to the each port in the Blade server supporting carving 8 physical network partitions per port.
		Dual Redundant 25/100 Ethernet Network Switch Module with 80G ethernet uplink bandwidth with 8 x 10G uplink ports. And additionaly support 40 Gbps bandwidth with 4 x 10 BaseT ports from each Ethernet switch.
		Should support combination of 40GbE QSFP+, 100GbE QSFP28, 10G-BaseT uplinks per switch.
		Should support scalable L2 and L3 switching with automated network Quality of Service
3	**Storage Network**	Dual Redundant Fiber Channel SAN switches. Each with 8 * 32 Gb downlink ports and 8 * 32Gb uplink ports. At least 4 * 32Gb uplinks ports per switch to be populated with SFP+ modules on day1, but all the 8 uplink ports should be activated on day1. Switch should support trunking to external SAN switches through single 256 Gbps logical trunk if required. Trunking ports should be separate.
4	**Internal Storage**	The Blade solution should provide minimum 6 disk drives per blade either within the blade server or through shared storage blade soluion from day1.
5	**Power Supply**	The enclosure should be populated fully with power supplies of the highest capacity available with the vendor. Power supplies should support N+N redundancy. Should offer Platinum energy efficiency.
6	**Cooling**	The chassis should have a cooling subsystem consisting of redundant hot pluggable cooling fans for improved power consumption and acoustics.
		The chassis should have different zoned cooling subsystem for the Compute/ storage blades, IO modules and Power supplies
7	**Infrastructure Management**	Management/controlling software have to be from the same hardware OEM and should be built-in within the chassis without the need for additional licenses
		Solution should support redundant physical management appliances within each chassis
		Should support zero click discovery of components within the chassis or on multiple chassis
		Should support activity, Health and Power LEDs for immediate status
		Should support operational templates to provision compute, storage, fabrics
		Should be able to manage the Chassis hardware within VMWare and Microsoft Environments without the need to switch between management consoles.
		The management software should have connections to enterprise management tools like Oracle Enterprise Manager, Nagios Core and Nagios XI, IBM Tivoli and Microfocus Operations manager
		Should support GUI based on HTML5 with elastic search engine to find and query across the chassis environment,
		Should be able to extend management with Mobile and over wireless connection
		Should suppport end to end firmware update and management procss with direct updates from the OEM website and validated firmware bundles
		Should support canned and custom reports to export asset/ inventory and thermals

		Should support stateless operation
		Should support generating iSCSI target for the boot/run volume
8	OEM Support	Purpose blade chassis should be offered with 5 years onsite warranty support. Backup, Storage & Server solution provided should be form the same OEM

S. No.	Parameter	Blade Server
1	**Processor**	2 Nos. of Intel Gold 5218 2.3G, 16C/32T 10.4GT/s, 22M Cache, or Higher
2	**Memory**	Server should have 24 DIMM Slots. Server should be configured with **256** GB 3200 MT/s memory. Supporting high TDP processors should not limit total DIMM slot availability.
3	**Hard disk drive with carrier**	Minimum 2 * 480 GB hot plug SFF SATA/nvem/m.2 SSD drives scalable upto 6 hot plug HDD/SSD drives per compute node using internal drives or shared storage blade within the blade chassis.
4	**Storage Controller**	Integrated PCIe 3.0 12Gb/s SAS Raid Controller
5	**Expansion slots**	Minimum of 2 Nos of PCIe 3.0 mezzanine for ethernet and 1 PCIe 3.0 x16 mezzanine slot for FC/SAS adapters.
6	**Network Interface Card**	Dual Port 25Gbps Ethernet Network Adapter should supporting VXLAN, SR-IOV and Vmware NetQueue and Vmware NSX. The Network Adapter should support segmentation of each 25GbE port into eight virtual ports, with flexible allocation of bandwidth to each port.
7	**FC HBA Card**	Dual port 32 Gbps Fiber Channel HBA
8	**USB Drives**	One internal USB 3.0 port One external USB 3.0 port
9	**Security**	TPM2.0; Cryptographically signed firmware Silicon Root of Trust; Secure Boot ; System Lockdown; System Erase
10	**Graphics**	Integrated VGA controller;
11	**OS Support**	Canonical® Ubuntu® Server LTS Citrix Hypervisor TM Microsoft Windows Server® with Hyper-V Red Hat® Enterprise Linux SUSE® Linux Enterprise Server VMware® ESXi®
12	OEM Support	Purpose blade server should be offered with 5 years onsite warranty support. Backup, Storage & Server solution provided should be form the same OEM

S. No.	Parameter	Specification for Unified Storage
1	Type of Storage System	Storage Array should be unified storage with a single microcode / Operating system. Proposed Storage shall be the latest generation storage from the respective OEM. Disk type should be SSD NVMe. Native supprot for SSD, SAS , NL-SAS drive and NVMe ready supprot.

2	Availability	The system shall have Fully Redundant & Hot Swappable Fans & Power Supplies. There shall have support for Non-Disruptive Microcode Update & Non- Disruptive Parts Replacement
3	Licenses	Storage Array should be proposed with licenses for the entire capacity supported by the array from day1 for features such as Thin provisioning, NAS Quota Management, Anti-Virus integrtion for NAS, Point in time snapshot and restore, Sync and Async Replication for both Block and File Protocols, Data at Rest Encryption.
4	Encryption	Storage shall be supplied with required hardware and software like license, key manager as required to enable Data at Rest Encryption for entire capacity from day one.
5	Ports	Storage System should be supplied with below configuration across conrollers:- a. 8 x 16Gbps FC optical Ports b. 4 x 10 Gbps Ports for NAS and ISCSI c. 4x12Gbps SAS ports for backend disk connectivity
6	Drive Support	Proposed AFF array shall support SSD, SAS and NL-SAS in the same chasiss and supprot minimum 350 disk drives with same controller pair.
7	Usable Capacity	The array should be supplied with 100TB usable with minimum 30TB on SSD drive of max 4TB capacity in RAID5(4+1) and minimum 70TBu Capacity using SAS drives of 1.8TB capacity in RAID5(8+1) and Distributed hotsapre of 1 drive capacity per 30 disks to be configured.
8	RAID Functionality	Storage should have RAID levels support for RAID 1, 5 & 6
9	GUI Application	Storage management software should be configured with HTML5 based graphical user interface and it should be configured with single interface for managing all BLOCK and NAS Protocols. The storage management software should display graphical depiction of storage hardware components with capability of tracking system and state information in real time in order to simplify debugging of hardware faults.
10	NAS File System	Storage must support 64 bit file system and allow creating large single file system of at least 256TB in size. It should support integration with LDAP and AD. Array shall be able to use file protocols like CIFS/NFS for entire supported Capacity of the array or minimum 1PB capacity
11	Snapshots	SAN should support minimum 256 snapshots per LUN/File System.
12	System Cache Memory	Proposed storage shall have active-active controllers with minimum 128GB primary balacned DRAM cache memoery architecture. Should supprot SSD based cache 500GB or more.

13	Hosts	The storage shall be support current versions of Linux, Windows, Vmware etc. with distributed sapring for faster rebuild of RAID
14	Protocol Support	The storage shall support FC Protocol, iSCSI, NFS, CIFS, SMB
15	Storage Functionality	The storage system shall support advanced virtualization capabilities of combining storage from multiple RAID groups into a single pool and provision volumes from these pool. The Storage System shall have the ability to expand LUNS and Pools non-disruptively.
16	Replication Software	The Storage System shall support Synchronous & Asynchronous Replication for both Block and File Protocols. The proposed replication software must provide the ability to perform DR tests without actually failing over the Production volumes for block capacity. During these drills/tests the Production volumes must be unaffected and should continue their normal operations. Required license for Asynchronous replication to be included along with requried accessories/ports.
17	Quality of Service	The Storage should have the capability to provide Quality of Service (QoS) feature to limit IOPS and Throughput for test/dev hosts so that they do not use beyond permitted resources.
18	Cloud Analytics	Sorage OEM shall provide software-as-a-service cloud management dashboard that provides Basic performance characteristics like IOPS, Throughput, configuration related analytics and Storage health reporting for trending analysis
19	Magic Quadrant Leader	The proposed storage system should be from OEM's with leaders in Magic Quadrant for atleast last 5 years. Also, the storage OEM's must have presence in India for last 5 years with support facilities across India.
20	OEM Support	Purpose storage should be offered with 5 years onsite warranty support. Backup, Storage & Server solution provided should be from the same OEM

S. No.	Parameter	Purpose Built Backup Appliance & Backup Software specifications
1	Multiple protocols support	Proposed purpose built backup appliance should be able to interface with various industry leading server platforms, operating systems and Must support LAN/SAN based D2D backup and VTL backup simultaneously via NFS v3, CIFS, FC, OST and NDMP protocols.
2	Deduplication efficency	Proposed purpose built backup appliance should support global and inline data duplication using automated variable block length deduplication technology.

3	Standard protocols supported	Proposed purpose built backup appliance should be offered with protocols like VTL, OST, CIFS and NFS. All of the protocols should be available to use concurrently with global deduplication for data ingested across all of them.
4	Vendor agnostic	Proposed purpose built backup appliance should support industry leading backup software like Networker, Netbackup, Commvault and Data Protector etc., and should support deduplication at backup server/ host / application level so that only changed blocks travel through network to backup device.
5	Backup Sizing & Retention policy (functional requirement)	Proposed purpose built backup appliance (PBBA) should be sized appropriately for backup of front end data 30 TB (30% DB and 70% File System) data as per below mentioned backup policies. a. Daily incremental backup – retained for 4 weeks in PBBA. b. Weekly full backup for all data types – retained for 1 month in PBBA. c. Monthly full backups – retained for 12 months in PBBA. The purpose built backup appliance should be quoted with adequate capacity consiering 3% daily change rate for entire duration of 5 years warranty. Any additional software, backup storage capacity (in addition to minimum 40 TB usable capacity) and any other component required as per sizing needs to be provided by the OEM & bidder at the time of bid. Bidder must provide a sizing certificate showcasing these sizing consideration on the OEM's letter head with seal and sign from the authorised signatory.
6	Cloud Enabled	Proposed purpose built backup appliance should have the capability to tier backup data in deduplicated format to an external cloud storage (on premise / public cloud).
7	I/O Port	Proposed purpose built backup appliance should have the ability to perform different backup, restore, replication jobs simultaneously and Must supports communications and data transfers through 16GB SAN, 10 Gb & 1 Gb ethernet LAN over copper and SFP+. The proposed backup appliance should be offered with min. 1 x 1Gbps NIC, 4 x 10Gbps NIC and 4 x 16Gbps FC ports and should support redundant controller for high availbility of appliance in future.
8	Backup Window	Proposed backup solution should ensure the backup completion of 40 TB in the backup window of 4 Hours. The proposed appliance must support backup throughput upto 30 TB/hr while maintaining a single deduplication pool with RAID 6 and minimum one hot spare disk as well per disk enclosure.
9	DR Readiness	Proposed purpose built backup appliance should support different retentions for primary and DR backup storage and should support instant copy creation on remote site for better DR readiness with support for transmittimg only deduplicated unique data in encrypted format to remote sites.

10	Data Security	Proposed purpose built backup appliance should support Retention Lock (WORM) feature which ensures that no backup data is deleted accidently and delibrately. Even Administrator should not be able to delete the backup data deliberately and accidently till the retention of the backup get expired. In case this data is replicated to DR/Secondary site, no additional licenses must be required at DR site to maintain retention lock on replicated data.
11	Powe failure protection	Proposed purpose built backup appliance should be offered with battery backed up RAM / NVRAM for protection against data loss in power failure scenario and continuous automated file system check to ensure data integrity.
12	Self service & Multi DB support	Proposed appliance should Support Enterprise Applications and Database Backups without integration with Backup Software, for better visibility of Backups to Application and database Owners, thus ensuring faster and direct recovery on application/database level. This integration should be available for Oracle, SAP, SAP HANA, DB2, MS SQL, Hadoop, MongoDB, Cassandra etc.
13	Replication support for backup DR & data security	Proposed appliance should support bi-directional, many-to-one, one-to-many, and one-to-one replication.
14	Data Security	Proposed appliance should support 256 bit AES encryption for data at rest and data-in-flight during replication. It should offer internal and external key management for encryption.
15	Disk configuration	Proposed appliance should be offered RAID-6 with SAS/SATA/NL-SAS disk drives along with hot-spare disks in the ratio of 15:1 better.
16	Multi OS Support	Proposed backup software should be available on various OS platforms like Windows, Linux, HP-UX, IBM AIX, Solaris etc. The backup server should be compatible to run on both Windows and Linux OS platforms
17	Data Security	The backup software should be able to encrypt the backed up data using 256-bit AES encryption on the backup client and should not demand for additional license, any such license if needed should be quoted for the total number of backup clients asked for.
18	Multi DB support	The backup solution should also support online LAN Free SAN based backups of databases through appropriate agents; Important Applications being Oracle, Microsoft SQL Server, Exchange, SharePoint, IBM DB2 UDB, Informix, Lotus Notes/Domino, MySQL, SAP, SAP HANA & Sybase etc.
19	Auto Performance tuning	Should able to dynamically break up large savesets into smaller savesets to be backed up in parallel to allow backups to complete faster for Windows, Unix and Linux clients.

20	Configurable schedule	Should have in-built calendar based scheduling system and also support check-point restart able backups for file systems. It should support various level of backups including full, incremental, differential, synthetic and virtual synthetic backups
21	Data Security	The proposed backup software should have the capability to enable WORM on the backup sets from the backup software console on proposed disk backup appliance. The implementation should ensure that no data can be deleted on the backup appliance even by the administrator.
22	Backup License	Bidder should provide 40 TB capacity based licenses. SI need to provide backup solution on the offered IT Infra stack from single OEM for backup software & purpose built backup appliance.
23	DB & Snapshot support	Must have Agent/Modules for online backup of applications and databases such as MS SQL, Oracle, Exchange, Lotus, DB2, Informix, Sybase, Sharepoint, Meditech and SAP. Must support NAS and storage array based snapshot backup for off host zero downtime and zero load on the primary backup client with wizard based configuration.
24	REST API support for automation	Backup Solution should also have configurable ReST API support for management, administration and reporting on backup infrastructure via custom applications and out of box integration with VMWare vRealize Automation for complete orchestration.
25		Proposed backup software should not need a physical proxy server for VMWare backups and should have a minimum of 16 concurrent sessions capability for the VMWARE VM machines image based backups with single virtual proxy. It should support instant access of a VM machine.
26	Reporting	The proposed solution should have inbuilt feature for extensive alerting and reporting with pre-configured and customizable formats. The proposed solution must have capability to do trend analysis for capacity planning of backup environment not limiting to Backup Application/Clients, Virtual Environment, Replication etc.
27	DR capabilities	The proposed backup software should be able to recreate backed up data from existing volumes from metadata backups. The solution should offer recovery of specific volumes for recovery from metadata in case of a disaster recovery.
28	Multi Hypervisor support & integration	The proposed Backup software should have the capability for Block based backups with granular recovery capability for Windows, Linux, Hyper-V, VMWARE and Exchange for faster backups on supported Disk platforms.
29	Ease of administration	The proposed backup solution should provide search capability from a web portal to allow search for a single file from complete backup store.

30	Security	The backup solution should be capable of integration with active directory infrastructure for ease of user rights management along with role based access control to regulate the level of management.
31	Ease of administration	The solution should have the capability to manage and monitor backups at remote locations from a single backup server, where clients can backup data to a local disk backup device without the need of local media server or sending primary backup copy over the WAN.
32	Flexible deployment options	The solution should have the capabilities to backup as well as archive data to cloud with cloud service providers like Azure / Amazon etc. In addition to this if data has to be moved from Cloud A to Cloud B the solution should be capable of cloud portability.
33	Benchmarking & Reports	Proposed backup software should be in leader's quadrant for last 3 Gartner report for Enterprise Backup software and recovery solutions. Purpose built backup appliance must be from Top 5 OEM's as per latest IDC report.
34	OEM Support	Purpose built backup appliance & backup software should offered with 5 years onsite warranty support. Backup, Storage & Server solution provided should be form the same OEM

S. No.	General Specifications for Hypervisor
1	Virtualization software shall provide a Virtualization layer that sits directly on the bare metal server hardware with no dependence on a general-purpose OS for greater reliability and security.
2	Virtualization software shall allow heterogeneous support for guest Operating systems like Windows client, Windows Server, Linux (Red Hat, SUSE, Ubuntu, CentOS - all of these)
3	Virtualization software should have the ability to live migrate Virtual machines files from one storage array to another without any Virtual Machine downtime. It should support this migration from one storage protocol to another (ex. FC, iSCSI, NFS, DAS-all of these)
4	Virtualization software shall have High Availability capabilities for the virtual machines in the sense, if in case one server fails all the Virtual machines running on that server shall be automatically restarted to another physical server running same virtualization software. The feature should be independent of Guest Operating System Clustering and withstand multiple host failures with both network and data store heartbeats.
5	Hypervisor platform shall be able to detect the hardware conditions of the host node and shall proactively evacuate the Virtual machines before the hardware issues cause an outage to Virtual machines thus ensuring high availability.
6	Virtualization software should have the provision to provide zero downtime, zero data loss and continuous availability for the applications running in virtual machines for upto 8 vCPUs in the event of physical host failure, without the cost and complexity of traditional hardware or software clustering solutions.

7	The solution should support for increasing capacity by adding CPU, Memory or virtual NIC and storage to virtual machines on real time only the fly without any disruption in working or downtime for the virtual machines
8	The solution should provide a content library to provide simple and effective centralized management for VM templates, virtual appliances and ISO images. These should be automatically synchronized between multiple virtualization management components at different sites for ease of management
9	Virtualization software shall be able to dynamically allocate and balance computing capacity across collections of hardware resources aggregated into one unified resource pool with optional control over movement of virtual machines like restricting VMs to run on selected physical hosts.
10	The solution should be able to create a cluster out of multiple storage data stores and automate load balancing by using storage characteristics to determine the best place for a virtual machine's data to reside, both when it is created and when it is used over time.
11	Hypervisor shall provide Storage I/O Control for prioritizing storage access by continuously monitoring I/O load of a storage volume and dynamically allocating available I/O resources to virtual machines according to business needs
12	Hypervisor shall provide Network I/O Control for prioritizing network access by continuously monitoring I/O load over the network and dynamically allocating available I/O resources according to business needs.
13	The virtualization platform shall natively provide distributed virtual switch which can span across a virtual datacenter and multiple hosts should be able to connect to it. This in turn will simplify and enhance virtual-machine networking in virtualized environments providing centralized provisioning, administration and monitoring by using cluster level network aggregation.
14	The solution shall enable consolidation of VMs on fewer hosts and automatically power down unused capacity to reduce power/cooling requirements. It shall also leverage deep process power state of the CPU at the host level to further optimize power & cooling requirements
15	Solution should enable native 2D and 3D graphics performance for virtual machines. It should support multiple vGPUs per VM
16	Hypervisor solution shall provide a framework to deliver proven 3rd party endpoint security solutions to eliminate agent footprint from virtual workloads and offload scanning functions to a security appliance thus reducing impact of security scans on performance by agentless anti virus solution 'deployment.
17	Hypervisor shall support for persistent memory, exposing it as block storage or as memory to enhance performance for new as well as existing apps.
18	Hypervisor shall support for persistent memory, exposing it as block storage or as memory to enhance performance for new as well as existing apps.
19	The virtualization software should provide in-built Replication capability which will enable efficient array-agnostic replication of virtual machine data over the LAN or WAN. This Replication should simplify management enabling replication at the virtual machine level and enabling RPOs as low as 15 minutes.
20	Virtualization platform shall provide auto deployment of host-level configuration settings and saves them as a template to configure other hypervisor hosts. Hypervisor shall monitor hosts for configuration changes and automatically alerts hypervisor administrators if a host falls out of compliance.

21	Virtualization platform shall have support for Trusted Platform Module (TPM) 2.0 and virtual TPM for enhanced security to protect the hypervisor and guest operating system against unauthorized access
22	Virtualization platform shall have FIPS 140-2 Compliance & TLS 1.2 Support as Default Enhanced security compliance
23	Hypervisor shall provide Virtual Machine (VM) level encryption that protects unauthorized data access both at-rest and in-motion.
24	Virtualization platform can be deployed in both type of environments 1. traditional server with external storage environment as well as 2. Hyper Converged Infrastructure(HCI).
25	Disaster recovery tool to be incorporated.

S. No.	General Specifications for the Management Suite for Hypervisor
1	Virtualization management software console shall provide a single view of all virtual machines, allow monitoring of system availability and performance and automated notifications with email alerts.
2	The virtualization management software should provide the core administration interface as a single Web based interface. This interface should be flexible and robust and should simplify the hypervisor control through shortcut navigation, custom tagging, enhanced scalability, and the ability to manage from anywhere with Internet Explorer or Firefox-enabled devices.
3	The management software should provide means to perform quick, as-needed deployment of additional hypervisor hosts. This automatic deployment should be able to push out update images, eliminating patching and the need to schedule patch windows.
4	The virtualization should have capability to simplify host deployment and compliance by creating virtual machines from configuration templates.
5	Virtualization management software should have integrated Physical Host and Virtual Machine performance monitoring including CPU, Memory, Disk, Network, Power, Storage Adapter, Storage Path, Cluster services, Virtual machine datastores.
6	Virtualization management software should allow you to deploy and export virtual machines, virtual appliances in Open Virtual Machine Format (OVF).
7	Virtualization management software should allow reliable and non-disruptive migrations for Physical/ Virtual machines running Windows and Linux operating systems to virtual environment.
8	Virtualization management software should include provision for automated host patch management with no VM downtime
9	The management solution for hypervisor should provide Single-Sign-On capability which should dramatically simplify administration by allowing users to log in once to access all instances or layers of management without the need for further authentication.

S. No.	General Specifications for Network and Security Virtualization

1	Solution shall have Micro-segmentation capability in kernel of the hypervisor that shall provide native capability to logically divide the datacenter into distinct security segments down to the individual workload level, and then define security controls and deliver services for each unique segment.	
2	The solution should provide the ability to provide native application isolation for providing zero trust security for the application and should allow for on-demand creation of security groups and policies without dependency on any proprietary hardware OEM.	
3	Solution should protect every Virtual Machine with a stateful distributed firewall embedded in the kernel of the hypervisor and provide near line rate firewall throughput.	
4	Solution shall provide capability to enable logical Layer 2 overlay extensions across a routed (Layer 3) fabric within and across datacenter boundaries. Support for VXLAN- and GENEVE-based network overlays should be available.	
5	Solution should enable creation of security groups and security policies/ rules based on constructs like machine name, OS type, IP address, Logical Switches, Security Tags etc. without dependency on any proprietary hardware OEM.	
6	The security policies should follow the Virtual Machines as it moves within and between the virtual infrastructure so that there is no need of creation of security policies again for the applications once they move inside and across the datacenter.	
7	Solution should provide native capability for agentless implementation of Anti-virus, Host based IPS, so that there is no requirement of installing agent inside every Virtual Machine.	

Door Access Controller

Description	Biomentric Access controller with keyboard
Logs	Local and should be able to transer on system
Fingerprint Capacity	2000
Keyboard Capacity	Unlimited
Logs Capacity	Should store and transfer the logs on the server
Display	Non-Touch Screen
Communication	TCP/IP,Rs232/485, USB Host
Power	12V 3A
Operating Temperature	0C to 45C
Operating Humidity	20% - 80%

EPBAX System along with 50 display telephone instruments
- Bidder may visit MCGM WDC to review the existing EPBAX installed
- Minimum 100 interconection
- Should have the facility for hotline transfer

Client-Side rack mouted 1U server

Srl No.	Parameter	Specification
1	Processor	1 x Intel E-2100 Series Processor with 4 cores
2	Memory	16GB DDR4 RAM
3	DIMM Slots	Min 4 DIMM Slots
4	Hard Disk	2 x 600GB 10K RPM Hard Disk
5	Bays	Should support at least 4 Drives
6	RAID Controller	12 Gbps RAID Controller (RAID 0,1,5)
7	Ethernet Ports	2 nos 1G port
8	I/O Expansions	Up to 2PCIe Gen3 slots + 1 RAID slot
9	Graphics Controller	Integrated on-board graphics controller (1280 X 1024) with 16.7 million colors
10	Remote Management	It shall be possible to manage the server hardware and software components remotely. The server hardware shall be manageable even when it is shutdown or crashed. It shall be possible to power on/off and boot the system remotely; management log; Browser and CLI support; Secure Socket Layer; Secure Shell. The management port shall support automatic fencing (in case of clustering whenever required)
11	Form Factor	1U Rack mountable with rack mount kit and rails
12	Server Management	OEM software for management of Servers must be included as standard. It should integrate with any SNMP based industry standard Network Management Software. (The SNMP MIBs for the hardware and software components shall be provided). Should provide Fault management and automatic event handling through e-mail. SNMP alerts and monitoring should be supported and enabled on all of the server types to be supplied. All the required licenses shall be quoted separately. Should provide Role based secured remote management using Secure Sockets Layer (SSL) and Secure Shell (SSH) to encrypt management communications. Should provide Pre-failure warning for – • CPU • Memory • HDD. Local LED/LCD based diagnostic panel for easy fault identification.
13	Environmental	Server should be capable of operation in a temprature range of 10 to 45 Deg Centigrade
14		OEM Server management utility capable of setting Server level and or rack/Datacenter level power cap should be provided. The utility should also be able to report on power utilization.
15		Power supplies should be FCC class A certified
16	Support and Implementation	24 X 7 Support with NBD Part Replacement

17	Operating System	Support for Windows and Linux including Server standard edition
18	Local Service centre	The OEM Should have local service centre in eastern part of India

L3 Switch

Sr. No	Minimum Technical Specification
1	**General Features:**
2	Switch should be 1U and rack mountable in standard 19" rack.
3	Switch should support internal hot-swappable Redundant Power supply from day 1
4	Switch should have redundant hot-swappable fan trays/fan modules from day 1
5	Switch should have minimum 8 GB RAM and 8 GB Flash.
6	Switch should support stacking using dedicated stacking ports in addition to the asked ports. Should support for minimum 160 Gbps of stacking throughput with 8 switches in single stack.
7	**Performance:**
8	Switch shall have minimum 2 Tbps or more of switching fabric and 1400 Mpps of forwarding rate.
9	Switch shall have minimum 32K MAC Addresses and 1000 VLANs.
10	Should support minimum 12K or more IPv4 routes
11	Switch shall have 2K or more multicast routes.
12	Switch should support at least 1K flow (jflow, sflow, netflow) entries.
13	Switch should have 16MB or more packet buffer.
14	**Functionality:**
15	Switch should support IEEE Standards of Ethernet: IEEE 802.1D, 802.1s, 802.1w, 802.1x, 802.3ad, 802.3x, 802.1p, 802.1Q, 802.3, 802.3u, 802.3ab, 802.3z
16	Switch must have functionality like static routing, RIP, PIM, OSPF, VRRP, PBR and QoS features from Day 1
17	Switch must have support for advance Layer 3 protocol like VRF, VXLAN and OSPFv3 from Day 1
18	Switch shall have 802.1p class of service, marking, classification, policing and shaping and eight egress queues.
19	Switch should support features like SSHv2, SNMPv2c, SNMPv3, NTP, Netconf/YANG, RADIUS and TACACS+ .
20	Switch should support IPv6 Binding Integrity Guard, IPv6 Snooping, IPv6 RA Guard, IPv6 DHCP Guard, IPv6 Neighbor Discovery Inspection and IPv6 Source Guard.
21	Switch should support 802.1x authentication and accounting, IPv4 and IPv6 ACLs and Dynamic VLAN assignment and IEEE 802.1AE (MACSec – 256) on all the ports
22	Switch must have the capabilities to enable automatic configuration of switch ports as devices connect to the switch for the device type or equivalent solution.
23	Switch shall have modular OS.
24	**Interfaces:**
25	Switch shall have 24 nos. of 1G/10G/25G SFP28 ports. The switch should have an empty slot for future expansion.
26	**Certifications:**

27	Switch shall conform to UL 60950 or IEC 60950 or CSA 60950 or EN 60950 Standards for Safety requirements of Information Technology Equipment.
28	Switch shall conform to EN 55022 Class A/B or CISPR22 Class A/B or CE Class A/B or FCC Class A/B Standards for EMC (Electro Magnetic Compatibility) requirements.
29	Switch should be EAL/NDPP certified
30	Operating Temperature : 0°C to +45°C

L2 Switch Stakable with 10G uplink

Sr. No	Parameters	Minimum Technical Specifications
1	**Performance Features**	The switch should have 24 10/100/1000 Base-T ports and 4 x 10G ports for uplink. The switch should have minimum switching capacity of 128 Gbps and forwarding rate of 80 Mpps
		Switch should have 2 GB RAM and 4 GB Flash.
		Shall have minimum 16K MAC Addresses and 4096 VLAN IDs
		Switch should have slot/ports(excluding uplinks) for minimum 64 Gbps of stacking bandwidth with dedicated stacking ports and cables with minimum 8 switch in stack. Stacking to be provisioned as and when required in future.
		Switch should be able to support 2500 IPV4 & 1000 IPV6 routing entries.
		Switch should support minimum 256 Switched Virtual Interfaces.
		The switch should support Jumbo frames of 9216 bytes
2	**General Features**	Proposed switch should be enterprise grade switch with x86 based CPU architecture
		The proposed switch should be software defined networking capable and be able to atleast integrate easily with the SDN controller from the same OEM.
		The Switch stack should be based on Distributed forwarding Architecture, where in each stack member forwards its own information on network.
		Switch should have unique secure identity so that it's authenticity and origin can be confirmed with OEM. Switch BIOS, software image should be cryptographically signed to ensure integrity and switch should not boot with modified software regardless of user's privilege level.
		Switch shall support application visibility and traffic monitoring with minimum 2K netFlow/sflow/jflow entries.
3	**High availabilty & Resilliency**	Switch should support redundant platinum rated power supplies. The Power supplies should be field replaceable. Switch to be provisioned with only one power supply from day 1.
		Switch should support redundant fans.
		Switch should support cross-stack link aggregation
		Switch should support scripts which will provide real-time network event detection and onboard automation
4	**L2 Features**	The switch should support IEEE 802.1Q VLAN encapsulation
		The switch should support technologies to help ensure quick failover recovery, enhancing overall network stability and reliability

		The switch should support Spanning-tree root guard to prevent other edge swicthes becoming the root bridge.
		The switch should support Voice VLAN to simplify IP telephony installations by keeping voice traffic on a separate VLAN
		The switch should support Auto-negotiation on all ports to automatically selects half- or full-duplex transmission mode to optimize bandwidth
		The switch should support Automatic media-dependent interface crossover (MDIX) to automatically adjusts transmit and receive pairs if an incorrect cable type (crossover or straight-through) is installed.
		The switch should support Unidirectional Link Detection Protocol (UDLD) and Aggressive UDLD to allow for unidirectional links caused by incorrect fiber-optic wiring or port faults to be detected and disabled on fiber-optic interfaces.
		The switch should support IGMP v1, v2 Snooping
		Switch should support IPv4 and IPv6The Switch should be able to discover (on both IPv4 & IPv6 Network) the neighboring device giving the details about the platform, IP Address, Link connected through etc, thus helping in troubleshooting connectivity problems.
5	**Network security features**	The switch should support IEEE 802.1x providing user authentication and authorization. The Switch should support multiple authentication mechanisms including 802.1X, MAC Authentication Bypass and web authentication using a single, consistent configuration.
		The switch should support SSHv2 and SNMPv3 to provide network security by encrypting administrator traffic during Telnet and SNMP sessions.
		The switch should support TACACS+ and RADIUS authentication enable centralized control of the switch and restrict unauthorized users from altering the configuration.
		The switch should support MAC address notification to allow administrators to be notified of users added to or removed from the network.
		The switch should support MACSec-128 (IEEE 802.1AE)
		The switch should support IPv6 Guard, IPv6 RA-Guard, IPv6 DHCP-Guard, Source-Guard features
6	**Quality of Service**	Switch should support 802.1p Class of Service (CoS) and Differentiated Services Code Point (DSCP) field classification, Shaped Round Robin (SRR) scheduling, Committed Information Rate (CIR), and eight egress queues per port.
		The switch should support 4MB of packet buffer
7	**Native support of following L3 features from day - 1**	The Switch should support routing protocols such as RIP and OSPF
		The Switch should support IP Multicast and PIM for Wired and Wireless Clients.
		The Switch should support basic IP Unicast routing protocols (static, RIPv1 & RIPv2).
		The Switch should support IPv6 & IPv4 Policy Based Routing (PBR)

		The Switch should support Inter-VLAN routing.
		The Switch should support VRRPv3.
		The Switch should support uRPF for IPv4 and IPv6.
8	Automation	The switch should support robust open APIs over NETCONF and RESTCONF using YANG data models for external tools, both off the shelf and custom built, to automatically provision network resources.
		The switch should support plug and play fucntionality and allow automated device provisioning with the ability to automate the process of upgrading software images and installing configuration files on switches when they are being deployed in the network for the first time
		Switch should have the capability to support policy defined automation and segmentation through external controller.
9	Certifications	Safety certifications - IEC 60950-1,UL 60950-1,CAN/CSA C22.2 No. 60950-1,EN 60950-1
		ROHS Compliant
	Operating Temperature Range	Range : -5°C to +40°C
		5% to 90% noncondensing

L2 Switch with 1G port

S. No.	Minimum Technical Specifications
1	**General Features :**
2	Switch should be 1U and rack mountable in standard 19" rack.
3	Switch should have internal field replaceable unit redundant power supply from day 1
4	Switch should have minimum 2 GB RAM and 4 GB Flash.
5	Switch should have dedicated slot for modular stacking, in addition to asked uplink ports. Should support for minimum 48 Gbps of stacking thoughput with 8 switch in single stack.
6	**Performance :**
7	Switch shall have minimum 128 Gbps of switching fabric and 95 Mpps of forwarding rate
8	Switch shall have minimum 16K MAC Addresses and 250 active VLAN.
9	Should support minimum 10K IPv4 routes or more
10	Switch shall have 1K or more multicast routes.
11	Switch should support atleast 2K flow entries for application visibility and control
13	Switch should have 6MB or more packet buffer.
14	**Functionality :**
15	Switch should support IEEE Standards of Ethernet: IEEE 802.1D, 802.1s, 802.1w, 802.1x, 802.3ad, 802.3x, 802.1p, 802.1Q, 802.3, 802.3u, 802.3ab, 802.3z.
16	Switch must have functionality like static routing, RIP, PIM, OSPF, VRRP, PBR and QoS features.
17	Switch should have the capability of doing network segmentation that overcomes the limitation of VLANs using VXLAN and VRFs.
18	Switch shall have 802.1p class of service, marking, classification, policing and shaping and eight egress queues.
19	Switch should support management features like SSHv2, SNMPv2c, SNMPv3, NTP, RADIUS and TACACS+ .
20	Switch should support IPv6 Binding Integrity Guard, IPv6 Snooping, IPv6 RA Guard, IPv6 DHCP Guard, IPv6 Neighbor Discovery Inspection and IPv6 Source Guard.

21	Switch should support 802.1x authentication and accounting, IPv4 and IPv6 ACLs and Dynamic VLAN assignment and MACSec-128 on hardware for all ports.
22	Switch must have the capabilities to enable automatic configuration of switch ports as devices connect to the switch for the device type.
23	During system boots, the system's software signatures should be checked for integrity. System should capable to understand that system OS are authentic and unmodified, it should have cryptographically signed images to provide assurance that the firmware & BIOS are authentic.
24	**Interfaces**
25	Switch shall have 24 nos. 10/100/1000 Base-T ports. The switch should have additional 4 nos. SFP+ uplinks ports.
27	**Certification:**
28	Switch shall conform to UL 60950 or IEC 60950 or CSA 60950 or EN 60950 Standards for Safety requirements of Information Technology Equipment.
29	Switch shall conform to EN 55022 Class A/B or CISPR22 Class A/B or CE Class A/B or FCC Class A/B Standards for EMC (Electro Magnetic Compatibility) requirements.
30	Switch / Switch's Operating System should be tested for EAL 2/NDPP or above under Common Criteria Certification.

Technical Specification for Service Management and Network Management

Sl.No.	Technical Specification for Service Management and Network Management
A	**General Features**
1	The solution should be scalable to monitor & manage more than 10000 devices and minimum 2 reference case studies should be provided
2	The solution should be OEM agnostic and it should support all market leading OEM network devices / servers / storage systems etc.
3	The solution should be capable of running in Linux platform with open source / enterprise database as backend
4	Solution should be available as Commercial-Off-The-Shelf (COTS) software
5	Both IPv4 and IPv6 supported for monitoring
6	Provides multiple user specific dashboards and personalized views in web GUI
7	Provides the option to export the views into PDF, Word, Excel, HTML etc. formats depends on the need.
8	Able to implement Role-Based-Access-Control
9	Should support the automatic dynamic threshold configuration with given duration for alarms and alerting.
10	Should be completely web based for any purpose instead of client based tools to be installed for the specific configurations.
11	User should able to select any component from different devices like Network interface & device availability from network devices and DB service availability from DB server then Web Service availability from Web Server etc. to configure the Service Group.
12	Tool should also have integrated ITIL certified ITSM module (certified for 10+ processes) for automatic conversion of faults to tickets and auto-assignment to respective teams (ex.: Router failure ticket gets assigned to Network engineer, Server Disk problem ticket gets assigned to server team etc.)
B	**Fault & Performance Management**
1	Detect & highlight faults (abnormal situations) occurring anywhere within the network
2	Provides Fault Filtering, Holding, Suppression and Correlation capability to let user focus on the critical event that affects the business and business processes
3	Provides multi-level (at least four-level) Severity definition, will handle events automatically and inform the designated person as per operational requirement
4	Filters monitoring data based on the node, resource type, IP address, Time Scale etc.

5	Provides traffic Utilization based on individual interface level, nodes level or based on the group by location, branch, departments etc… as an Avg, Min and Max bandwidth, utilization, throughput or any custom monitoring parameters.	
6	Provision to change the polling interval to any frequency depending on the priority till the individual component / resource level like each interface might have the different polling interval in the same device based of the criticality and importance of service customer	
7	Provision to disable and enable the polling of specific type of devices	
C	**Notifications/Alerts**	
1	Sends alert via E-mail, SMS, Execute Batch file, SNMP Trap, XML notification, Pop-up window and Audio alert	
2	Provide multi-level escalation (without any limits on escalation levels) and acknowledgement function to provide the mechanism to ensure alternative personnel will be alerted when there is a critical situation and acknowledgement mechanism for generated alerts	
3	Supports a flexible and dynamic set of threshold alerts, which can be based on port utilization or availability, memory, disk, CPU utilization or any custom specific monitored parameters	
4	Provide a notification mechanism that allows administrator to define what notification channel to be used in different time of days, and able to trigger multiple notifications to alert multiple person and actions	
5	Set and generate different alerts for Poor performance from target devices/server related errors and timeouts	
D	**Reporting**	
1	Export reports in the format of HTML, PDF, Excel and CSV	
2	Reports could be viewed on daily graph (5 minute average), weekly graph (1 hour average minute average), monthly graph (1 hour average) and yearly graph (1 day average)	
3	Allows end-users to browse all reports using any web browser like Internet Explorer, Mozilla Firefox, Google Chrome etc. without the need to install any report specific software	
4	Automatically generate reports that provide a usage summary of the Top 1, 4, 10 or 20 grouping, devices and resources level	
5	Provide methods to send the reports by email to specific user or any specified hard-disk destination	
6	Provide methods to send specific UI pages of the software to users by email	
7	Provides the option to get the required report as an all hours, business and non-business hours for detailed analysis	
8	Provides the ability to compare multiple reports using detach option	
E	**Discovery**	
1	Automatically learn devices that supports SNMP, HTTP, ICMP, WMI, PDC, & SSH along with any required protocol to communicate to the devices.	
2	Able to support LLDP equivalent protocols to discover connections between devices	
F	**Map Topology**	
1	Displays in a logical connection pattern on a map showing the connectivity and relationships	
2	Provision to search specific folder or resources in a view, map to specific background for each level of the network, upload and change icons of devices/background of the network layers	
3	Provides a drill down view, different time scale of important statistics, user friendly names for the devices using alias names	
5	Provide Geo Map integration to specify latitude & longitude of devices as per branch location	
G	**Network Diagram Builder**	
1	Provides provision to draw & map user specific network diagram with appropriate icons for routers, switches, firewalls, servers, WLC, AP etc.	
2	Tool should be able to define Primary & back up line connection, so if primary line fails it should switch over to backup line & notify to administrator	
H	**Network Device Configuration& Change Management**	
1	The solution should have internal workflow management for approval process or should be able integrateable with ITSM Ticketing tool	

2	The solution should In real time, detect configuration and asset information changes, made across a multi-vendor device network, regardless of how each change is made.
3	The solution should have inbuilt version management of configurations with ability to compare two versions, revert to earlier version etc. (option to maintain at least three previous versions and/or configurations)
4	The Solution should support configuration deployment/rollback using ad-hoc commands or configuration templates
5	The solution should have notification to provide alerts and notification for important events like configuration change detection / failed configuration downloads etc. using multiple channels with like Email & SMS
6	The solution should provide Notification if Critical job is not going to complete on defined time or Not started / expired within the scheduled time window due to Approval pending
7	The solution should be able to build repository of software images and policies
8	The solution should have audit and re-conciliation capability
	Vulnerabilities Management and remote access
1	The solution should automatically identify device vulnerabilities and provide provison for remote firmware upgrade of devices
2	The solution should have the capability to suggest remedations for the detected vulnerabilities
3	The solution should be able to regularly check for updates of the vulnerabiites released by the respective OEMs / global standard repositories
4	The solution should have the ability to resolve multiple vulnerabilities in one go.
5	The system should allow remote access to the internal network via a Zero Trust system and no use of VPN or agents.
6	Only specific protocols like SSH, RDP, Telnet , VNC which are essential for remote access should be allowed
7	All the actions taken during the remote access should be recorded and have ability to audit them later.
8	All remote access should be authenticated and all devices a user has access should be pre-allocated
9	The system should have ability to authenticate access to any device via Single sign on and password should not be exposed to users
10	All CLI session should have command control, any command that is not authorized cannot be used and session should be terminated
11	Administrator should be able to view the live session of any ongoing session and can terminate them also
12	Any file being transferred should be via the Zero trust system. File will be scanned for virus and only then be transferred to the target location
13	Time based , temporary users should be configurable in the system
	Policy Management
1	The soultion should have out of the box policy templates for performing regulatory compliance checks on target devices
2	The solution should allow user to configure multiple types of policies for the different devices in his network
3	The solution should allow scheduling of policy checks on target devices
4	There should be an optional approval process for every policy being defined or executed
5	The solution should have capability for different alerts on policy violation to be defined at different levels of severity or urgency (for example: critical, warning or minor)
	Discovery
1	The solution should be able to auto-discover network devices across WAN & LAN.
2	During subsequent discoveries, the solution should be able identify and alert whenever any new device added or any device removed
3	The solution should apart from auto-discovery, there should be option add/delete device manually, Through CSV upload and Through REST-API.
4	The solution should be capable to discover device inventory of the devices

5		The solution should have Device communications protocols support (for example, Telnet, SSH, TFTP, FTP etc.).
I		**Traffic Flow Monitoring**
1		Able to support multiple Flow technologies like Netflow, sFlow, Jflow, Netstream, IPFIX etc.
2		It should be possible to associate the network traffic to the Hosts / IP addresses, Applications & Protocols in the network
3		Solution Flow generation capabilities should be capable to handle 100 Mbps to 10gbps interface connections
4		Solution should be capable of storing all flow records in 1-minute intervals
J		**Deployment Architecture**
1		Scalability can be supported by adding additional servers when required instead of changing the existing infrastructure.
2		Provide the option to choose the modules belongs to each instance of the installation.
3		Provide the option to support multiple port for polling and collecting the details in the network other than default port as well.
K		**Integration Capabilities**
1		Integration should provide the option in both north as well as south bound integration on each module level.
2		Any fault / performance data should be able to send to third party CRM, Customer Portal, UNMS or even EMS if needed using the Trap, XML and even direct database query integration
3		Any SLA related calculated details should be able to send to third party Service Assurance tools.
4		Any Network inventory details should be able to send to third party Customer Portal and UNMS system by two way communication and sync each other
5		Ticketing / incidents should be able to integrated with the Customer portal or other portal being used by end user
6		Any collected configuration details should be shared with the third party provisioning or EMS systems.
7		Provide multiple 3rd party communication channels including XML / SNMP Traps / API / NetConf etc. to communicate with external software
8		Offers open APIs that facilitate integration with other OSS/EMS systems. API offerings span across scanning and detecting of new types of devices, detecting of new protocols or even vendor-specific protocols.
L		**ITIL V3 Based SLA Monitoring tool**
		General Requirement
1		Tool must be based on ITIL v3 guidelines and have 10+ processes Pink Elephant certificate
2		Tool must include major ITILv3 processes like : • Availability Management • Change Management • Event Management • Incident Management • Knowledge Management • Problem Management • Request Fulfillment • Release & Deployment Management • Service Asset & Configuration Management • Service Catalog Management • Service Level Management • Service Portfolio Management
3		Tool must provide Role based Access Control option
4		Tool must provide GUI interface for all users accessible via any web-browser
5		Tool must provide powerful connectivity to other data sources or 3rd party applications for data import and export using REST APIs
6		Tool must provide intelligent Email-to-Incident feature in which tool admin has the option to allow certain domains for automatic conversion of emails to tickets
7		Tool should merge all subsequent email communication for a particular email-to-incident ticket into the same ticket in the form of a message thread.
8		Tool should be intelligent enough to understand email conversation chains for merging emails to a particular incidnt. Merging logic should be not only based on TicketID but also on email sender, cc responses to that email chain

9	Tool should provide Email Communication Interface to allow technicians to send replies to customers / end users from the tool GUI and Record all the Email Communication in Chronological Order
10	The service desk should be from the same product family as the EMS / NMS and should be available as an integrated package along with the EMS / NMS
11	Tool should be able to provide real-time Email, SMS Notification alerts to notify respective users about any changes in ticket state and status
12	Tool should be multi-tenent in architecture
13	Tool should have its own Android and IOS mobile apps
14	Tool must have option to define announcements for notifying end users / requesters about any important information with option to schedule it for certain time period
	Service Level Management (SLA)
1	Tool must allow creating multiple SLA templates as per the SLA contracts based on Response Time & Resolution Times with an option to define separate Response Time & Resolution Time for each level of Priority as per the Priority Matrix
2	Each SLA template in the tool must have at least the following fields: SLA Target, Timezone, SLA Start Date, SLA End Date, Description, SLA Escalation Profile along with options to attach SLAs with 3rd party vendor Underpinning Contracts
3	Tool must allow creation of multilpe Business Hours templates including 8x5, 24x7, 9x6 etc.
4	Business Hours templates must have option to segregate Critical Business Hours & Non-Critical Business Hours (ex: PSU bank doing internal work after lunch time can fall under Non-Critical Business Hours)
5	Business Hours templates must have option to exclude certain Time Period from the SLA (ex: 8x5 business hours from 9 AM to 6 PM but excluding 1 PM to 2 PM for lunch break)
6	Tool must allow creation of multiple escalation points as thresholds of the response time
7	Tool must have option to send notifications (Email & SMS) when SLA level is breached
8	Tool must have option to automatically assign Incident, Task or Process to other user, group or role when SLA is breached as per preconfigured workflow in the tool GUI
9	Service level agreement records can be linked to incidents, Problem and Changes.
10	SLA should have option to calculate MTTA,MTTR for Field Engineers, Partners and 3rd party Service Vendors.
11	SLA records in the tool can be linked to other tools for monitoring, measuring and registration of the performance of IT provided services
12	Tool must have option to record Underpinning Contracts with 3rd party vendors / franchise / service providers etc. in the tool GUI
13	Tool should provide Service Credit and Business Impact Analysis Framework tied to the SLA module
14	Tool should provide penalty calculation for Customer, Group of customer, Service, Assets, SLA Profile etc.
	Reports
1	Tool should have a well-defined set of pre-configured reports for the Service Management modules
2	Tool should allow changing/customization of fields and time interval for each report
3	Tool should allow exporting reports in the format of PDF, CSV and .doc formats
4	Tool must provide standard KPI reports
5	Tool must provide standard SLA reports
6	Tool must provide multiple type of graphs and data table options including Matrix reports

7	Tool must have option of report wizard to add SQL type report with options like Group by, Order by, Filters etc.
8	Tool must have option to restrict user access to reports
9	Tool should allow scheduling reports to be sent to user mailboxes in multiple formats like PDF, CSV, spreadsheet etc.
10	Tool should provide an easy method to reuse an existing report, modify it and save it to a new report
11	Tool must provide a mechanism to send reports to specific portal users
	Self-Service Portal
1	End-users / requesters should be able to log incidents using the Self-Service portals
2	Tool must provide self-service option to users to track their incidents status, check knowledge articles and chat with technicians on particular incidents
3	The surveys created in the tool must be visible on the end-user / requester dashboard whenever they login to the Self-Service portal
4	Self-service portals must have incident templates to quick-add incidents with just 1-2 mouse clicks
5	Announcement messages must be displayed on Self-Service portals of the end users / requesters
	Change Management
1	Tool should allow users to create, edit & delete Change Request through web interface, Each CR should have Unique and any authorized user should be able to raise RFC
2	Tool must allow Change records Categorization, classification according to Change Class(Permanent, temporary, Recurring) ,Change Type (Normal , Standard, Expedited,Letent, Emergency), Change Category , service category , Impacted Service,, Impact, Urgency , Priority
3	Change records in the tool must contain State & Status information and Dynamic Workflow defination with color coding for each status should be available.
4	There should be records for Benefits, Effects, and Required resources & Cost required to perform change
5	Every change should be able to Integrate with budget and the corresponding budget should be deducted automatically once change complete
6	Change records can be linked to configuration items , Multiple CIs should be able to ADD, Edit from CMDB, Delete from CMDB automatically once change gets closed, Before closure all the Cis should be temprorary available in DB , if change fails it should not add in to CMDB
7	Risk level , Risk Assesment and Risk mitigation plan should be available in the system
8	On the Run, Team should be created with in Change, CAB, ECAB , Global Cab, Reviewers, Approvers Team should be abe to create and Assign them when it is required.
9	Change records can be associated to Incident , problem records and / or Change Records in the tool
10	Change Task should be available and it should be categorized in Plan, Deploy, Rollout, Rollback, Test Category (in KANBAN board) by Default. Change Manager can be able to create new category based on Release Requirement.
11	All the Change Stakeholders should be able to Collaborate using Comment board, Should be able to take Private Notes for Future reference, Should be able to put Worklogs to record how much time they spend
13	Entire Change History, Approval history should be maintained in Chronological order.
14	Tool should support notification and escalation mechanisms for tolerance breaches by particular incidents
15	Change Record should allow to create multiple Change Models as Change Template and further Change Record can be created using these templates

16	Custom Fields , Role Based Access control on the Fixed and Custom Fields , Dynamic Notifications Templetes , Dynamic Workflow Rules option should be available so based on requirement it should workflow should be change
18	Tool should allow user to define dynamic workflows and processes for different Type of change, Category of Change, for different Services and Customers
19	Tool must provide option to input Closure category , Date & Comments , Test Summary, Actual Effor record, PIR for each CR logged in the tool
20	Tool should provide feature of change collision detection and change calendar feature to view change schedule
	Meeting Management
1	Should be able to create Meeting Record with in tool , one time or recurring along with the Location and Description
2	Should be able to invite Attendees, Assign Presenter, Note Taker for the Meeting.
4	Presenter should be able to mark manually meeting attendence or Automatically if user login in to tool and attend meeting
5	Should be able to record meeting Notes and Action Items from Each User on Every Agenda
6	All the Notes and Action Items from Each users should be automatically converting in to Minutes of meeting and Emailed in the Readable format.
	Project & Workspace Management
1	All the Project Manager or Team Owner should be able to add Work Spaces & access permission, Workflow, Team structure to execute the project
2	Each Work space should have option to Defined its team, Multiple Dynamic Workflow, Notification templates, Document Containers, Task Templetes, Task Categories
3	Only Team members can be able to view all the Task in Each Workspace
4	Workspace Task should have Kanban Board and List View
5	Task Should be able to add from Templates, Should be able to Copy Task and Create similar records.
6	Should be able to do complete Project Planning using task, Should record, Plan, Revise, Actual Date, Should be able to assign , Review, Approve the task on GUI
7	Should be able to Record Worklog automatically using Timer option , at a time only for one task Timer should be running
8	Should be able to Manually Record Worklog, Should be able to Take Private Notes, Public Comments with in Task
9	Should be able to chat with all the stake holders of the task
10	Should be able to record Subtask, Sequential Task, Recurring Task and setup reminders for Tasks
11	Should have Dynamic Checklist for each task and should prompt while completing a task
12	Should have Geo Tagging for Each task for Field Services

18   Annexure XII: Indicative list of locations where O & M support is expected

Sr.No.	Location
1	CA(WSSD)
2	Hydraulic Engineering dept
3	Dy. CA (Octroi), Palton Road
4	Public Relation Officer
5	Disaster Management
6	Chief Officer (Enquiry)

7	Ch. Eng. (Roads & Traffic)
8	Dy. Ch. Eng. BC. CT , Worli (P&D)
9	All Fire Stations - E Ward (Fire Brigades and Workshop)
10	Byculla Fire Brigade
11	Nariman Point Fire Station
12	Colaba fire Station
13	Fort Fire Station
14	Indira Dock Fire Station
15	Mandvi Fire Station
16	Gowalia Tank Fire Station
17	Memon Wada Fire Station
18	Sewri Fire Station
19	Dadar Fire Station
20	Shivaji Park Fire Station
21	Dharavi Fire Station
22	Rawali Camp Fire station
23	Wadala Fire Station
24	Worli Fire Station
25	BKC Fire Station
26	Vileparle Fire Station
27	Chincholi Fire Station
28	Dahisar Fire Station
29	Borivali Fire Station
30	Kandivali Fire Station
31	KurlaKamani Fire Station
32	Chembur Fire Station
33	Vikhroli Fire Station
34	Mulund Fire Station
35	Gawanpada Fire Station
36	Deonar Fire Station
37	Marol Fire Station
38	Goregaon Fire Station
39	Andheri Fire Station
40	Dhindoshi Fire Station
41	Bandra Fire Station
42	All City Zone Garages
43	D-Ward Garage, Ambulance Garage
44	Prabhadevi Garage, G-North Garage, Worli Garage
45	Dadar Garage, Motor Shop Garage, Unit Section
46	All Garages Western Division
47	Santacruz Garage, Santacruz Central Workshop
48	Malad Garage
49	Borivali Garage
50	Gorai Garage
51	All Garages Eastern Division
52	Transport Eastern Suburbs, Pantnagar
53	Powai Garage
54	Panjarapur Garage
55	Kapurbawadi Garage
56	Nityanand Nagar Garage, Ghatkopar
57	Pantnagar Garage, Ghatkopar
58	Kurla garage
59	Mulund Garage
60	Chembur Garage

61	Meatvan Garage
62	Bulldozer Garage
63	All WSSD Garages-City Division (Garlic Garage, Chinchpokali Garage, BT Garage)
64	JVDS Garage - WSSD (All Western Suburb)
65	Sewerage Projects-ME & SP
66	Fort (A Ward)
67	AJB ENT Hospital
68	B-Ward (Opp. JJ Hospital)
69	Sewerage Operation City (SO Dept)
70	Municipal Eye Hosp, Kamathi
71	Chandanwadi (C Ward)
72	Nana Chowk (D ward)
73	H.E.Dept(construction) - Kennedy bridge
74	Road-City, Grant Road
75	DMC Zone I
76	Byculla (E - Ward)
77	B.Y.L.NairCharit.Hosp
78	Kasturba Hospital
79	CPA, Byculla
80	(MPP) Cement Godown Printing Press
81	Ch. Eng. (M&E)/ M & E (DY.CE M& E)
82	E.E Maintenance (Meter Workshop), H. E. , Byculla
83	Dy. Chief Engineer (SWD) M & E, Worli (Planning Cell)
84	F/N Ward (Matunga)
85	Acworth Hospital Wadala
86	Sion Hospital (LTMG)
87	LTMG Hospital
88	LTMG Hospital
89	DMC (Education)
90	DMC Zone II, FS, Parel
91	F/S Ward, Parel
92	KEM Hospital, Parel
93	KEM Hospital, Parel
94	KEM Engineering
95	GTB Hosp. Sewree
96	Power Laundry, Bhoiwada (Municipal Laundry)
97	G/N Ward, Dadar
98	G/S Ward, NM Joshi Marg, Elphinstone
99	Worli Laboratory
100	Asphalt Plant, Nr.Garage.
101	Emergency Repair Cell, Worli
102	Globe Mill Pumping Station
103	Dy. H.E. (City) Purchase/Store – Worli
104	SO (EE) Mech, Love Grove Pumping Station, Worli
105	Dy. Ch. Eng. (MUTP and Bridge)
106	Dy. Ch. Engineer (Traffic)
107	Sewerage Operation (Civil)
108	SO (Transport dept.)
109	Environment and Civil Department (SWM Central store)
110	SWD (M&E) Project
111	MSDP1
112	Sant'Cruz E (H/E)
113	Bandra-W , H/Ward

114	K.B. Bhabha Hospital
115	H/West-Bandra(Sewerage operation)
116	DA Suburb Office-Bandra West
117	Scientist Incharge Dept.
118	K/East Ward - Andheri -E (A.C.)
119	DinanathMangeshkarNaatyagriha
120	DMC Zone III
121	DMC Zone IV
122	Andheri-W (K-West)
123	R.N. Cooper Municipal Hospital
124	Varsova Pumping Station
125	Versova Pumping Station (SOMS)
126	Versova Pumping Station (SO)
127	Malad-W, PN Ward
128	Goregaon-W,P/S ward
129	Siddharth Hospital
130	Dahisar-W, R/North
131	HiralalBhagwatiHosp
132	Borivli-W (R/C Ward)
133	CTIRC, Borivali
134	Prabodhankar Thackeray NatyaMandir
135	DMC Zone VII
136	Kandivali-W, R/S ward
137	Centenary Hosp,Kandivali
138	SVP Swimming Pool, Kandivali
139	L Ward-Kurla
140	KurlaBhabhaHosp
141	Govandi (M/East)
142	Centenary ShatabdiHosp,Govandi
143	Deonar Abattoir
144	Chembur (A.C.), M/West Chembur
145	D.M.Mehta(MAA) Hosp
146	DMC Zone-V Office
147	Sewerage Operation- Ghatkopar Pumping Station
148	Ghatkopar Pumping Station (M.S) ES
149	Ghatkopar Pumping Station (S.O) ES
150	DMC Zone VI, N ward (Ghatkoper)
151	Ghatkopar-E (N-Ward)
152	SantMuktabaiHosp, Ghatkopar
153	RajawadiMun.Hosp
154	S ward - Bhandup-W
155	K.M.G. PhuleMun.Gen. Hosp.
156	WSP Powai
157	T ward Devidayal road, Mulund-W
158	M.T. Agarwal Mun.Hosp
159	S.V.D.SawarkarHosp
160	Hydraulic Dept.PisePanjrapur
161	SWM (ENV) Zone-I
162	SWM (ENV) Zone-II
163	Building & Proposal, Kandivili
164	Tansa and Modaksagar Storage/ Modaksagar Garage
165	(SP), Cement Godown, Byculla
166	Chief Security Officer

167	Building Proposal, Vikhroli
168	Kasturba Mun. Gen. Hospital, Borivali
169	Bandra Garage
170	AC Estate, Palton Road (RE)
171	Agripada Garage, Asphalt Garage
172	DMC-Vigilance Department
173	Sewerage Projects[EE(SP)]
174	HE Yard Ghatkopar
175	Pantnagar Roads [EE(RT)]
176	EE (BC)
177	SWD pant nagar [EE(SWD)]
178	Dy. HE. Deptt. At Bhandup Comp
179	Hydraulic Dept/WSP, Balkum, Thane
180	Kapurbawdi HE Dept, Thane
181	E.E (M&E) eastern subs.,
182	Municipal Workshop (M & E)
183	Municipal Workshop (Refrigerarion)
184	Municipal Workshop (Mech. South)
185	Nair Dental Hosp
186	SO City-1, Dadar
187	SWD Dept
188	V.N.DesaiMun.Hosp
189	M & E Dept(WS)
190	Bldg and construction Dept.(WS)
191	M.W.DesaiMun.Hosp
192	S.K. Patil Mun.Hosp
193	Malwani Fire Station, Malad

*Any other MCGM offices not listed in above list, it will be the responsibility of the selected bidder to provide operation & maintainance support.

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