



**Municipal  
Corporation of  
Greater  
Mumbai**

**Request for Proposal**  
(Invited through e-Tendering mode only)  
for

**WEB AND MOBILE APPLICATION BASED INFORMATION MANAGEMENT  
SYSTEM FOR BMC EDUCATION DEPARTMENT USING AGILE METHODOLOGY.**

**Issued by**  
**Education Department**  
**Municipal Corporation of Greater Mumbai**

**Tender No. 7100177286**

**Dated: 23.03.2020**

**Head office:** BMC HO, Mahapalika Road, Fort, Mumbai-400001  
Tel: 022-24811275  
Website: <https://portal.mcgm.gov.in>

*[This document is meant for the exclusive purpose of Agencies against this Bid and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued.]*

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**MUNICIPAL CORPORATION OF GREATERMUMBAI**  
**Department of Education**  
**E-TENDER NOTICE**

**No. 7100177286**

**Dated \_\_\_\_\_**

The Deputy Municipal Commissioner (Education), Municipal Corporation of Greater Mumbai invites e-tender for implementation of “Web and Mobile application-based information management system for Education department using Agile methodology” for schools under the Municipal Corporation of Greater Mumbai (MCGM). The bid copy can be downloaded from MCGM’s portal (<https://www.mcg.gov.in>) under “Tenders” section.

All interested vendors, whether already registered or not registered in MCGM, are mandated to get registered with MCGM for e-Tendering process and obtain Login Credentials to participate in the Online bidding process. The details of the same are available on the above-mentioned 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 Safe script, IDRBT, National Informatics Centre, TCS, Customs, MTNL GNFC and e-Mudhra MCGM has also opened a Help-desk at the CPD's office to help the vendors in this regard.

The technical and commercial bids shall be submitted online up to the end date & time mentioned below.

Sr. No.	Description	E-Tender Price	EMD	Start date & Time for Bid Downloading	End date & time for Bid submission
1	Web and Mobile application based information management system for Education department using Agile methodology	INR 7700/- + GST <u>@5%</u>	2%	23.03.2020 At 11.00 a.m.	16.04.2020 At.16.00p.m.

**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 30.03.2020 at 11.00, venue of the same is at **office of the Education officer, Triveni Sangam Municipal School Building, Mahadev Palav marg, Currey road (East)F South , Mumbai - 400012**

The prospective bidder(s) should submit their suggestions/observations, if any, in writing / email minimum 2 days before Pre-bid meeting as per the format provided in this tender document. Only suggestions / observations received in writing/email will be discussed and clarified in pre-bid meeting and any modification of the tender 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 bidder(s) can attend the said meeting and obtain clarification regarding specifications, work & tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting.

The tender document is available on MCGM portal (<http://www.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 the e-tendering platform.

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 MCGM 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.

**DMC (Education)**

## **SECTION-I**

### **PREFACE**

#### **INTRODUCTION:**

**About MCGM:** The Municipal Corporation of Greater Mumbai (MCGM) also known as Brihanmumbai Municipal Corporation (BMC) is the governing civic body of Mumbai, the capital city of Maharashtra. MCGM is responsible for the civic infrastructure and administration of city (divided into 24 wards

**About MCGM Education Department:** One of the important areas of administration is the education department. MCGM provides free education to ~2.9 lakhs students across the city in 8 different mediums namely Hindi, Marathi, English, Urdu, Gujarati, Kannada, Telugu and Tamil. For such a large student base, it has a massive workforce of 8887 teachers across 1180 schools. These teachers are responsible for pedagogical as well as administrative interventions. To support the teachers, there is a system of beat officers and administrative officers in every ward. These officers report to deputy education officers and the education officer who guide and support the entire eco-system. They are headed by the Joint Municipal Commissioner (Jt.MC) who has executive power on the decision-making process.

<b>Sr.No</b>	<b>Designation</b>	<b>Sanctioned posts</b>
1.	DMC/Jt. Commissioner	01
2.	Education officer (EO)	02
3.	Dy. EO	10
4.	Superintendent	18
5.	Administrative Officer	37
6.	Beat Officer	132
7.	Head Master	1219
8.	Head Clerk	54
9.	Clerk	209
10.	Other Staff	9,500

## SECTION-II

### **Problem Statement, Scope of Work and Execution Timeline**

#### **A. Problem Statement**

The core goal of MCGM's education department is to impart quality education to the children. However, according to the feedback received from the department, it is seen that the amount of administrative work that the department is burdened with hampers their main goal. According to the studies conducted, a teacher spends an average of **60 days** in the year for doing the admin related work. This includes daily attendance, logistics updating of the items received and distributed to students, expenses occurred by the school, academic details and many more.

#### **B. Scope of Work**

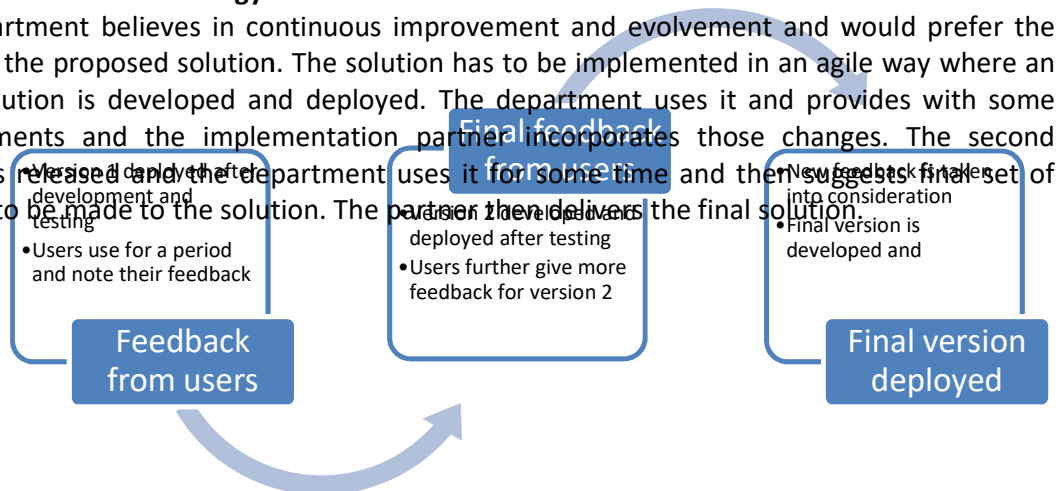
##### **Introduction:**

With the current developments in the IT sector, most of the repetitive works being carried out can be simplified. All the information required to manage and monitor the activities can be brought up online instead of the paper files. Thus, the schools should employ information management systems to improve the efficiency of administrative services.

A School Information Management System (SIMS) is a system or process that provides the information necessary to manage a school effectively. They provide an objective system for recording and aggregating data and supports the institution's strategic goals and direction. The administrative processes and the official procedures of school can be simplified by the means of information management systems. School records, the information about all the students, teachers and other school employees can efficiently be maintained by means of school management information systems. SIMS is aimed to strengthen capacities in management, planning and dissemination of information at all levels of the department.

##### **Implementation methodology:**

The department believes in continuous improvement and evolution and would prefer the same for the proposed solution. The solution has to be implemented in an agile way where an initial solution is developed and deployed. The department uses it and provides with some improvements and the implementation partner incorporates those changes. The second version is released and the department uses it for some time and then subjects final set of changes to be made to the solution. The partner then delivers the final solution.



### **System requirements:**

#### **a. Platforms**

- The solution should be available in a Mobile Application and Website Portal form
- The website should also be mobile friendly and all features should be available.
- The App should be available for Android as well as iOS.
- The solution has to be bi-lingual (English and Marathi) and language can be changed very easily.
- The App should support Android 4.0 and above. Similarly, for iOS, it should support 7.0 and above.
- The department stresses on using open source tools and platforms for the development. No proprietary solutions should be used that may incur any financial implication on the department.

#### **b. Architecture**

- As mentioned earlier, the department believes in continuous improvement. The solution architecture should be designed in a way that if a new module is to be added, doing it should be easy and requires a very minor change in the architecture.
- The solution architecture should be able to address the future scalability requirements, in terms of both application (to add new services) and infrastructure and backend (adding more users).
- Ability to work offline while taking reports in remote areas, save multiple reports temporarily until data is sent later via mobile network (GPRS data capability) or WLAN (Wi-Fi).
- Design should be in way that if required in future, the system can be connected with government systems like UDISE, SARAL, etc.

#### **c. Hosting**

- It has been decided that the solution will be hosted on cloud which is recognized by the Government of India or NIC.
- The hosting charges will be borne by the IA and the costing to be included in the implementation costs and the O&M.
- The implementation partner has to also take measures to ensure that there are no losses due to any unforeseen circumstances which affects the normal working of the system (Disaster Recovery).

#### **d. General instructions**

- The App and website have to provide smooth user experience.
- The App and Website UI have to be attractive, user friendly and compact at the same time.
- All the latest features currently being used in the industry should be incorporated. This includes splash screens, getting started guide, search engine optimization, etc.
- Auto archival mechanism to maintain the archived documents with proper classification and auto archival system.

- Audit trails of the documents hosted on the website should be maintained and should be accessible to the administrator as and when required.

e. Modules

The department has identified the different streams of work that it does and has segregated them in to modules. These modules are to be used for the development of the solution. The implementation partner can also suggest some more modules (Modules are mentioned below. Detailed parameters are attached as an annexure (Annexure XI), however, the final list of parameters will be shared with the IA during implementation phase.

1) Content Management System (CMS):

- The department needs to publish general notices, circulars, etc that needs to be available to all the users.
- Such content has to be available in the portal and links to the same should be available in the App.
- A customized Content Management System (CMS) should be developed for managing all the content on the website. Third party CMS will not be accepted.
- CMS must have a simple work-flow and publishing controls. CMS should have simple and easy administration.
- CMS must have Search Engine friendly attributes, must have security features, must have robust content templates.

2) Staff Voice (Redressal of complaints/issues/concerns):

- There should be a feature where staff concerns can be raised to the respective heads/officers with an escalation timeline.
- Trail of the raised issues and the responses to be maintained for future purposes.
- A dashboard to visualize the number of complaints/issues resolved and pending with detailed information whenever required should be accessible with a simple click or minimum steps (by DMC, EO, Dy. EO).
- The escalation matrix is as defined below. The users should get a notification in the app and web portal whenever there is a new concern raised or there is a change in its status.
- The number of days counted includes the number of working days only(Weekends to be discounted)
- After resolution by the officer, if the same is not accepted/rejected by the complainant in two days of reception of resolution, it is to be treated as closed. If the complainant is not satisfied, then the issue is to be treated as open and resubmitted for further redressal.

Sr. No.	Officer	Level	Time for level up
1	Beat Officer (BO)	1(Low)	5
2	Administrative Officer (AO)	2	5
3	Deputy Education Officer (Dy. EO)	3	3
4	Education Officer (EO)	4	3
5	DMC	5(Highest)	-

3) Role Based Broadcast Communication (RBBC):



- The department issues many circulars that need to be sent out to the different staff members. This includes AOs, BOs, H.Ms(Head Masters), teachers, etc.
- The agency should provide a mechanism to send out such information along with attachments to the necessary members with notifications.
- Only the EO(Education Officer), Dy.EO(Deputy Education Officers) and DMC(Education) has the rights to access this feature.
- The sent materials should be archived and should be available for download whenever required (even when deleted from user's local system).
- Proper notifications are to be received in the app and website whenever such communication is received.
- The communication matrix should be as follows:

Sr. No	Sender	Receiver
1	EO, Dy. EO, DMC	All AOs
2	EO, Dy. EO, DMC	All BOs
3	EO, Dy. EO, DMC	All AOs, BOs
4	EO, Dy. EO, DMC	All HMs
5	EO, Dy. EO, DMC	All teachers
6	EO, Dy. EO, DMC	All staff
7	EO, Dy. EO, DMC	Special staff
8	EO, Dy. EO, DMC	All parents
9	All AOs	Respective BOs, HMs and teachers under the AOs jurisdiction

#### 4) Staff Information Module:

- All the details of the staff should be incorporated. This includes the unique ID number, personal details, academic details, work experience details, financial details (Including salary details), daily attendance details with leaves taken.
- The system should be integrated with the current SAP system for pulling info of attendance and leave balance.
- The work history of the person along with the status of confirmation, level, etc should be stored too.
- Access to all info should be provided in a hierarchical and role wise manner. To understand this more, the agency will have to understand the hierarchy of the department.

S No	Officer with access	Level of access
1	Head Master (HM), In-charge, Deputy Head Master (Dy. HM)	Teachers, other staff and students of the respective school
2	Beat Officer (BO)	All school staff and students under the BO
3	Administrative Officer (AO)	BOs under them and all school staff and students details under them

4	Deputy Education Officer (Dy. EO)	AOs, BOs under them and all school staff and students details under them
5	EO (Education Officer)	Dy. EOs, AOs, BOs under them and all school staff and students details under them
6	DMC	All

5) Staff transfer module:

- Staff transfer should also be integrated. After any transfer, the roles and responsibilities at that position should be available. This includes the historical data associated with the position too.
- Proper transfer mechanism to be setup which requires minimum time for approval and steps. This should include the current process too.

6) Student Information Module:

- This includes the unique ID of every student, academic records, financial records, personal details, attendance.
- Support received by the student every academic year should be maintained. This includes the 27 items, medical support, nutritional support, special support for differently abled students, financial support for girls, scholarships.
- The daily attendance of the students of every class and the total attendance should be to the HM daily for parsing information related to mid-day meal.

7) Student transfer module:

- Student transfer should also be a very simple and hassle-free activity. Historical record of the students' academic records post the transfer should be available.
- Adding a new student to the record should also be possible using the app/website.
- Issuing leaving certificates, student performance record should be a simple process. The necessary reports/documentation should be generated in a PDF form whenever required using the app/website.

8) School Infrastructure Module:

- This includes the Unique UDISE number associated with every school, infrastructure details of every room and facilities available, responsible staff and their details, info regarding the other facilities provided (example: CCTV cameras, water harvesting)
- Info regarding the usage of the rooms, library setups, status of working and non-working facilities.
- Status of the overall infrastructure related to colouring, broken windows/doors, cracks in the walls, leakages, etc.

9) School Operation Module:

- This includes data related to the normal day to day working of the school. Class timetables, calendars, trails of the expenses incurred and payments made.
- Data related to functional SMCs (School Management Committees) and their meetings held.
- Functions held, drives conducted, material management, etc.

10) Parents Module: access for child progress tracking:

- The academic performance of the students should be available to the parents.
- The attendance updates of the students should also be available to the parents with proper app notification updates when a student is absent.
- Parents should receive notifications about important messages from the officers.

11) Data Analytics and Dashboard module:

- With all the data collected, insights can be sought out from it and can be represented in an intuitive way
- This includes attendance (ward-wise, URC wise), academic performances, infrastructure related and more.

12) Any other modules:

- Any other modules that will help the department function better. The IA can suggest these modules or the department can ask the IA to execute these modules after discussions with the IA with no extra cost during the development cycle.

13) Reports:

- The department requires the reports of the above data in a certain manner. The reports should be in a PDF, MS-Excel and MS-Word form.
- A feature to make own report format out of the data attributes available in the database should also be provided in case there are new changes required in the system when a new type of report is to be generated

f. Testing

- All the necessary testing should be completed and the test procedure, test cases and test report are to be submitted to the department.
- The tests include Unit testing, Integration testing, Regression testing, Acceptance testing, Usability testing, Security testing, Performance testing and Concurrency testing. Only then a version is accepted to be delivered.

g. Other requirements and Standards

- The web-portal has to work as a website too for the general public. Public data of the schools can be visited by the general public and should not require any logins. Interface has to be drop down based and IA has to make it user friendly.
- The implementation partner has to keep the User Experience, security, speed and operability in mind during the implementation so as to avoid any changes in the future.
- Delivery should be in the form of a published mobile application on each platform in the market place (Play store and Apple store) and will be under the MCGM accounts of these stores, Each Mobile applications source code will be the property of MCGM.
- Vendor should provide Security Audit vulnerability clearance certificate from Cert-In empanelled agency before hosting a Web and Mobile Application without any extra cost to MCGM.
- The application should be hosted in SSL environment (https).
- Supply, Install and Configure the SSL certificate for the application by the vendor without any extra cost to MCGM.

- The platform should support offline storage and authentication of the application.
- The platform should support HTTPS communication channel to prevent data leakage and maintain information integrity and privacy.
- The platform should support predefined security configuration to protect web and mobile applications resources against XSRF attacks.
- The platform should support user certificate provisioning for client-side authentication.
- The solution should enforce network level security, traffic to be encrypted using secured connectivity.
- The bidder has to ensure that all interface / license required to connect to iPad, Android etc. will be procured by the vendor in the name of MCGM at no extra cost.
- The Bidder should have necessary arrangement / agreement / certification with Google / Apple /Windows etc. for uploading the application on the respective stores. Bidder has to register the application with apple, android etc. in the name of MCGM and should be renewed at no extra cost.
- All the necessary industrial standards should be followed for the App and the web portal.
- Applications (Web/Mobile) shall comply with Guidelines for Indian Government Websites. The system shall adhere to applicable IT standards published by the Ministry of Electronics and Information Technology, Government of India ([www.meity.gov.in](http://www.meity.gov.in)), e-governance Standards published by National Centre for e-Governance Standards and Technology (<http://egovstandards.gov.in/>) and other applicable medical standards as listed in the table as well as the Meta Data and Data Standards (MDDS). The website shall be validated for HTML, Cascading Style Sheet (CSS), Broken Links, accessibility and mobile friendliness.

h. Delivery

1) Codes handover

- All the source codes of the applications and the portal are to be hand-over during the delivery of the final version. The codes are to be commented properly as per the industry standards.
- Deliver and provide handover any additional software components that are developed to fulfil the project requirements.

2) Publishing

- Delivery should be in the form of a published mobile application on each platform in the market place (Play store and Apple store) and will be under the MCGM accounts of these stores, Each Mobile applications source code will be the property of MCGM.

3) Technical and Non-Technical Docs

- Provide a detailed functional design documents together with detailed functional, non-functional and technical specifications of the proposed solution; use case and workflow/activity diagrams considering the integration with backend systems and the integration with any other services.
- Provide technical documentation: requirements, design, architecture, installation, configuration, etc.
- Provide high-level solution architecture describing the Mobile App and web portal architecture, used components, frameworks, technologies, backend architecture and integration architecture with backend systems.
- Provide low-level technical architecture describing connectivity, high availability and security.

- Provide the list of deliverables for the System Implementation including the needed documentation.
  - Functional Requirement Documentation, App Design Documentation, App Installation guide, App Administration guide and App User Operation document to be provided.
- 4) Training and support
- Training to be provided by the bidder to user department (MCGM Education Department) on the overall workflow of the developed application and backend administration at no extra cost as per MCGM requirement. Training to be as per mentioned further. Manuals to be electronic and should be available on the portal.
  - Helpdesk for employees, training services and Manpower support at Education department Head Office or any other locations as per requirement of MCGM with at least 2 resource persons available on call. Duration of the helpdesk to be till the contract period. The resource persons will take calls, queries, issues and help the department resolve them.

**C. Execution Timeline**

As mentioned earlier, the implementation has to be agile, accordingly a timeline is set and the implementation partner has to stick to it.

SNo	Activity	Description and Time Duration
1	Design & Development	1. 1st Prototype within 30 days from issuance of work order. 2. 2nd Prototype within 10 days from receipt of change points given by the department. 3. 3rd Prototype within 10 days from receipt of change points given by the department. All prototypes include Complete Development, Launching & successful implementation of Mobile application with full features for all mobile operating system i.e. Android, iOS & the website
2	O&M Period	Three-year comprehensive warranty in respect of development of web & mobile application after Go-live. During the three-year warranty period vendor should be responsible to fix any updates, security patches, bug fix, etc.

### SECTION-III

#### INSTRUCTIONS TO BIDDING AGENCIES

##### **Bid Notice**

1. This bid Document is being published by the Education Department, Municipal Corporation of Greater Mumbai, for the “**WEB AND MOBILE APPLICATION BASED INFORMATION MANAGEMENT SYSTEM USING AGILE METHODOLOGY**”.
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 <http://portal.mcgm.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/ bidding document fee and EMD.
5. Bidders who wish to participate in this bidding process must register on <http://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, Safe crypt, Code, 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 in advance 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 e-Tender, kindly contact **Tel: 022-22754055/4035,Ext-2275**  
**Email: [etendering.it@mcgm.gov.in](mailto: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.

### Eligibility Criteria

S. No.	Qualification Criteria	Documentary Evidence
1.	The bidder should be a company registered under Indian Companies Act, 1956/ 2013 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.	Self-attested copy of Certificate of Registration/Incorporation by authorised signatory
2.	The Bidder should have a total annual turnover of at least INR 5 Crore from the business of software development over the last three financial years (i.e. 2016-17, 2017-18, 2018-19)	Self-attested copy of the audited Balance Sheet and Profit & Loss Statement of the company by the authorised signatory and/or Certificate from the Chartered Accountant
3.	Bidder should have positive net worth in each of the last three financial years as on 31 <sup>st</sup> March 2019 (i.e. FY 16-17/ 17-18/ 18-19)	Certificate from the Chartered Accountant clearly stating the net worth in each of the last three financial years
4.	The Bidder should have implemented at least one School Information Management System in the last 3 years in India <ul style="list-style-type: none"> <li>• Covering not less than 100schools managed by government/local bodies (urban/rural)</li> <li style="text-align: center;">or</li> <li>• Covering not less than 25 schools managed by non government bodies.</li> </ul>	Attested copy of Work Order and Client certificate signed by a competent authority clearly stating the scope, current status and the contact details of the reference person. Note: Only projects that are completed will be considered against the above criteria
5.	The Bidder should have at least 25 technical resources on its payroll as of the date of submission of the bid in the field of software development in India	Certificate from HR for the overall count of resources Complete resumes of the resources required for the project Self-attested copies of Certification in specific domain/ technology
6.	The Bidder should possess the valid CMMi level 3 or higher	Self-attested copy of each valid certificate
7.	The Bidder should have valid documentary proof of GST registration number and Service Tax/ GST registration number	Self-attested copy of GST registration number and Service Tax registration number
8.	The Bidder should have valid Income Tax returns for the last three financial years (i.e. 2016-17, 2017-18, 2018-19) and the Bidder	Self-attested copy of documentary proof of Income Tax returns for the last three financial years with attested copy of PAN

	(not individual) should have a PAN Card	card
9.	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
10	The Bidder should possess valid registration certificate under E.P.F & M.P, Act 1952	Self-attested copy of Registration with EPF

**SECTION-IV**  
**Bidders Guide**

**A. Instructions to Bidder**  
**Bid Data Sheet**

#	Information	Details
<b>A. Introduction</b>		
1.	Project Name	Web and Mobile Application-based information management system using Agile methodology
2.	Bid Document reference No and Start Date	<b>7100177286</b> Date-23.03.2020
3.	Bid Type	Open Tender via e-Tendering system
4.	Bid Document Price	INR 7700 + 5%GST
5.	Bid Download Due Date	<b>16.04.2020 and &lt;Time usually up to 4 P.M.&gt;</b>
6.	Earnest Money Deposit (EMD)	INR 2,71,300 (2%)
7.	EMD Submission Due Date & Time	<b>16.04.2020 &amp; up to 4 P.M.</b>
8.	Performance Bank Guarantee	10% of the contract value within one month from the date of the notice of award of the contract or prior to signing of the contract whichever is earlier or as intimated in the work order issued by MCGM
<b>B. Preparation of Bids</b>		
9.	Language of Bid	English
10.	Bid Validity Period	<b>180Calendar Days from the bid submission date</b>
11.	Performance Security Validity Period	Valid up to the entire contract period (including defect liability period or payment of final bill whichever is later)
<b>C. Bid Presentation</b>		
12.	Last date for submission of	29.03.2020 up to 5 P.M.>



#	Information	Details
	written queries for clarifications	
13.	Query Submission	To be submitted via e-mail only.
14.	Place, Date and Time of pre-bid meeting	<b>30.03.2020 and Time – up to 3.00 P.M.</b> <b>Office of the Education officer, Triveni Sangam Municipal School Building, Mahadev Palav marg, Currey road (East)F South , Mumbai - 400012</b>
15.	Contact Person for clarification of Queries	<b>Office of the Education officer,Triveni Sangam Municipal School Building,Mahadev Palav marg, Currey road (East)F South , Mumbai - 400012</b> Mrs. Neelam Vijay Rana
16.	Contact Information	adminofficer02fn.edu@mcgm.gov.in 022-24702342 Ext – 173
17.	Last date (deadline) for receipt of proposals in response to Bid Document notice	16.04.2020 and Time usually 3.00 P.M. <b>Office of the Education officer,Triveni Sangam Municipal School Building,Mahadev Palav marg, Currey road (East)F South , Mumbai - 400012</b>
18.	Place, Time and Date of opening of Technical proposals received in response to the Bid Document notice	17.04.2020 and Time usually 3:00P.M. <b>Office of the Education officer,Triveni Sangam Municipal School Building,Mahadev Palav marg, Currey road (East)F South , Mumbai - 400012</b>
19.	Place, Time and Date of technical presentations by qualified bidders.	Shall be communicated through mail. <b>Office of the Education officer,Triveni Sangam Municipal School Building,Mahadev Palav marg, Currey road (East)F South , Mumbai - 400012</b>
20.	Place, Time and Date of opening of Financial proposals received in response to the Bid Document notice	27.04.2020 and Time usually 4.00 P.M. <b>Office of the Education officer,Triveni Sangam Municipal School Building,Mahadev Palav marg, Currey road (East)F South , Mumbai - 400012</b>
<b>D. Evaluation of Bids and Awarding of Contract</b>		
21.	Signing of Contract Agreement with MCGM	Within 10 days after the declaration of bid evaluation results and issue of LOA/LOI

## **B. Purpose of Bid Document**

The purpose of this Bid Document is to select an agency to provide and 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".

This document and the information provided in this document is high level only. Thus, the bidders are expected to do site survey and detailed study of the MCGM system to understand complete As-Is and To-Be Process and requirement of the user department before participating in the bid.

## **C. Cost of Bid Document**

The Cost of bid document is mentioned in the above table

## **D. Bidder Registration and Instructions**

- 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. Bidders 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 Bidders will have to pay online Tender fee. The same can be done by accessing Pay Tender Fees option. By this one will be able to pay Tender fee through Payment Gateway-If transaction successful, Bidder can register his interest to participate. Without Registration one cannot quote for the Bid/Tender.
  5. Applicant will download Tender Documents from Information from purchaser tab by accessing Purchaser document folder through collaboration 'C' folder link.

6. Applicant will upload Packet **A** related and Packet **B** related Documents in Packet **A** and Packet **B** folder respectively by accessing these folders through “My Notes” Tab and collaboration folder link.
7. All the documents uploaded have to be digitally signed and saved. Bidder can procure the digital signature from any certified CA’s in India.
8. Bid security deposit/EMD and ASD, if applicable, should be paid online as mentioned in tender.
9. For commercial details (in Packet C) Bidders 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 does 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 Qualification criteria mentioned in Section IV.

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, <http://portal.mcgm.gov.in>, as mentioned in Section V.A of this Bid document. 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 V.A

The MCGM 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 V.A. If there are any changes in the dates the same will be displayed on the MCGM Portal (<http://portal.mcgm.gov.in>).

#### **E. 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.

#### **F. 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 provided in Section IV.A. A maximum of three representatives of each of 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 IV.A of this bid document. The queries should necessarily be submitted in the format as given in Annexure-IX as a Microsoft Word/Spreadsheet document.
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 <http://www.mcg.gov.in/irj/portal/anonymous/gleBids>, the MCGM website.

#### **G. 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 document by 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 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.

#### **H. 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 bid document 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.

#### **I. Earnest Money Deposit (EMD) and Refund**

1. Bidders shall pay, along with their Bids, EMD amount as mentioned in Section IV.A. As per MCGM Circular Ref No. CA/F/FAR/FI/502/2015-16 dated 02.11.2015, it shall be paid online only and should not be paid in person through cash/ cheque/ DD etc.
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. 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 3<sup>rd</sup> and 4<sup>th</sup> standing 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 bid Committee, they will not have any right to claim the contract. After issuing acceptance letter to the 1<sup>st</sup> standing Bidder, the EMD of 2<sup>nd</sup> standing 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.
5. 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.
6. The decision of MCGM regarding forfeiture of the EMD and rejection of bid shall be final and shall not be called into question under any circumstances.
7. Unsuccessful bidder's EMD shall be returned to the unsuccessful bidder within 120 days from the date of opening of the Commercial bid.
8. EMD of Successful bidder will be returned after the award of contract and submission of the performance Bank Guarantee within specified time.

#### **J. Solvency Certificate**

- A valid Bank Solvency Certificate for an amount of Rs 30 Lakhs issued not more than six months prior to the date of submission of bid needs to be submitted in the Pre-Qualification folder (Packet 'A').

#### **K. 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/gleBids>
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 IV.A of this document.
3. Technical bids will be opened as per the details in section IV.A 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. As per MCGM circular CE/PD/5268/II dated 11.08.2006, on opening the Pre-Qualification folder, if it is found that the Bidder has not submitted the required documents as per Pre-Qualification folder (Packet 'A') then the Bidder may be, at the discretion of the department, intimated to comply with the submission of the said documents within 3 working days from the intimation from MCGM (through email), otherwise they 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.

#### **L. Site Visit**

1. Bidders are 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.

#### **M. 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.

N. **Bid Submission Format:** The entire bid shall strictly be as per the format specified in this bid.

O. **Documents Comprising of Bids:**

Following table is provided as the guideline for submitting various important documents online along with the bid.

#	Type of Envelope	Documents to be submitted
01	Pre-Qualification Folder (Packet A)	<ul style="list-style-type: none"> <li>✓ Cover Letter for the bid submission</li> <li>✓ Board Resolution authorizing 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</li> <li>✓ Copy of Certificate of Registration/Certificate of Incorporation/Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of MCGM</li> <li>✓ Valid Solvency Certificate as specified</li> <li>✓ Copy of valid Certificate for CMMi Level 3 or any other higher level certificate as applicable</li> <li>✓ Copy of the audited balance sheet of the company Or Certificate from Chartered Accountant for last 3 financial years as mentioned in Eligibility Criteria (Section-III)</li> <li>✓ Copy of the Certificate from Chartered Accountant stating the net worth as mentioned in Eligibility criteria (Section-III).</li> <li>✓ Copy of the audited Profit and Loss Statements and Copy of Certificate from Chartered Accountant clearly stating the average annual turnover of at least INR 15 Cr from relevant business such as software development over the last three financial years as mentioned in Pre-qualification criteria (Section-III).</li> <li>✓ Copy of GST registration number.</li> <li>✓ Copy of Income Tax and Service Tax returns for last 3 assessment years as mentioned in Pre-qualification criteria (Section-III).</li> <li>✓ Copy of PAN card</li> <li>✓ Declaration regarding blacklisting in the specified format</li> <li>✓ Copy of Work Order and Client/Work completion certificate for establishing required experience and signed by a competent authority clearly stating the scope, current status and contact details of the reference person</li> <li>✓ Bidder's Particulars as per specified format</li> <li>✓ 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</li> </ul>

		<ul style="list-style-type: none"> <li>✓ Copy of Registration with EPF</li> <li>✓ Bidder's Litigation History</li> </ul>
02	Technical Bid Folder (Packet B)	<ul style="list-style-type: none"> <li>✓ Compliance to the Functional Requirements Specifications</li> <li>✓ Details of manpower proposed</li> <li>✓ Technical Bill of Material (to be provided by the Bidder)</li> <li>✓ Authorization letters from OEMs</li> <li>✓ High Level strategy document highlighting approach on configuration, customization, setup of the software and integration with MCGM's applications and/or regarding supply, installation, commissioning, testing and maintenance of solution, proposed screens.</li> <li>✓ Other Documents (as per requirements of the bid)</li> <li>✓ Commercial Bid Cover Letter</li> </ul>
03	Commercial Bid Folder (Packet C)	To be submitted online

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

**P. Withdrawal of Bids**

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.

**Q. 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 shall appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the technical and commercial bids received. The BEC will examine the Bids to determine whether they are complete, responsive and whether the bid format conforms to the bid 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.
5. The technical Bid should contain a detailed description of how the Bidder will provide the required services outlined in this Bid. It should articulate in detail, as to how the Bidder's Technical Solution meets the requirements specified in the Bid



6. The Technical Bid must not contain any pricing information
7. Any information submitted which is additional to the required response should be marked as 'Supplementary' and shall be furnished as a separate section, linking it to the relevant section of the RFP
8. If the Bidder wishes to propose additional services (or enhanced levels of services) beyond the scope of this Bid, the proposal must include a description of such services as a separate attachment to the Bid. This additional information entails the bidder to claim extra points in the technical evaluation given that the BEC likes the additional feature. The decision of the department/ tender evaluation committee in this regard will be final and binding. The bid evaluation committee may however ask other particular bidder to supply this feature, in case the bidder becomes the selected bidder, at no extra cost
9. The technical Bid should detail the tasks to be performed as per detailed scope of work and technical specifications given in the Bid covering the following at the minimum:
  - (i) Overview of the Proposed Solution that meets the requirements specified in the Bid
  - (ii) Detail of ready to deploy (after customization) product, if any
  - (iii) Operational environment
  - (iv) Implementation methodology, project plan and implementation schedule
  - (v) Project team structure, size and capability/ qualifications (Total Staffing plan including numbers)
  - (vi) Quality standards and assurance process proposed to be followed
  - (vii) Risk Identification/Mitigation Strategies
  - (viii) Training & Change Management Strategies
  - (ix) Key Deliverables along with examples
10. Bidders are advised to describe proposed solution on above points in detail. Incomplete or poorly described technical proposal will be considered as irresponsible bid submission and may lead to disqualification. The Education Department reserves the right to take appropriate action in this regard.

#### **R. Evaluation of Technical Bids**

1. Consortium is not permitted.
2. Sub-contracting is not allowed.
3. The Technical Bids of only those Bidders, who qualify in the Eligibility criteria, shall be considered for evaluation as per the evaluation criteria in this clause. The Bid Evaluation Committee (BEC) shall invite each Bidder to make a presentation-cum-demonstration as part of the technical evaluation.
4. The 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). Such clarifications are to be submitted by the concerned bidder to the department within 07 working days (maximum), failing which the bid may not be further evaluated and rejected resulting in forfeiture of EMD. In order to qualify technically, a Bid must secure a minimum of 70% out of total marks (100) 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 MCGM 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.

- ❖ Evaluation shall be done based on the information provided in the technical proposal (and subsequent clarification, if any) and clarifications/ answers given to the BEC during the Presentation by the bidders. Technical Evaluation of the bids would be carried out on 6 broad parameters as given below:

Sr. No	Technical Evaluation Parameter	Point System	Max. Marks	Supporting
1	Average annual turnover of at least INR 5 Crore from software development business over the last three financial years (i.e. 2016-17, 2017-18, 2018-19)	INR 5 Cr- INR 10 Cr: <b>03 mark</b> INR 10 Cr to INR 15 Cr: <b>04 marks</b> > INR 15 Cr: <b>05 marks</b>	<b>05</b>	Copy of the audited Profit and Loss Statement of the company and Certificate from the Chartered Accountant clearly stating the turnover as specified
2	Experience in implementing School Information Management systems in the last three financial years (i.e. 2016-17, 2017-18, 2018-19) <b>Minimum requirement:</b> One Project with a minimum of 25 private schools managed by a single private entity or 100 government schools managed by a single government entity.	-25 to 40 schools: <b>5 marks</b> -41 to 80 schools: <b>7 marks</b> -81 to 100 schools: <b>9 marks</b> -100 to 199 schools: <b>12 marks</b> -200 to 240 schools: <b>15 marks</b> -250 to 399 schools: <b>18 marks</b> -400 schools and above: <b>20 marks</b>	<b>20</b>	Copy of Work Order and Work Completion Certificate signed by a competent authority clearly stating the scope and the volume of work.
3	Experience in implementing Information Technology projects for Government Organizations (PSU/ Municipalities/ Central/ UT or State Government Departments/ Nationalized Banks) in India in any of the last three financial years (i.e. 2016-17, 2017-18, 2018-19) Note: Hardware/Networking and licensing projects do not qualify	- 1 project: <b>10 marks</b> - 2 projects: <b>13 marks</b> - 3 projects: <b>17 marks</b> -4 and above projects: <b>20 marks</b>	<b>20</b>	Copy of Work Order and Work Completion Certificate signed by a competent authority clearly stating the scope, value (component-wise) and period of completion. Note: Only completed works will be considered. Work which had started prior to FY 2016-17 but completed in the last three financial years will also be considered provided it is within the original timeline.

4	Number of resources having prior experience in software development and project management/ implementation/ maintenance /networking/ integration etc. of at least three years (25 resources minimum)	-25 to 30: <b>5 marks</b> - 31 to 35: <b>7 marks</b> - 36 to 40: <b>9 marks</b> - 40: <b>10 marks</b>	<b>10</b>	Certificate from HR and complete resumes of the required resources with details of projects worked on by each resource to be submitted
5	CMMi levels	-CMMi level 3 - <b>2 mark</b> - CMMi level 4 - <b>3 marks</b> - CMMi level 5 - <b>5 marks</b>	<b>05</b>	
6	Technical Presentation: The Bidder shall prepare a presentation regarding the technical bid. The BEC shall evaluate the presentation based on the following criteria:	- Understanding demonstrated regarding the project scope: <b>05 marks</b> - approach & methodology to meet the project requirements: <b>05 marks</b> - Quality of response against queries raised by the committee: <b>05 marks</b> - UI screens of the proposed solution: <b>5 marks</b> - Features and functionality of the proposed solution as per the requirements mentioned in the scope: <b>10 marks</b>	<b>30</b>	Presentation and responses to be evaluated by the Bid Evaluation Committee (BEC)
7	Technical capabilities: Based on experience of working with cloud (Number of projects implemented in the last 3 years)	The Bidder must have aproven track record ofproject Implementation based on cloud 1 Project - <b>2 Marks</b> 2 Projects – <b>4 Marks</b>	<b>10</b>	Copy of Work Order and Work Completion Certificate signed by a competent authority clearly stating the impact (number of users-wise). Note: Only completed works will be considered. Work which

		3 Projects - <b>6 Marks</b> 4 Projects – <b>8 Marks</b> 5 and above Projects – <b>10 marks</b>		had started prior to FY 2016-17 but completed in the last three financial years will also be considered provided it is within the original timeline.
<b>Total Marks, max</b>			<b>100</b>	<b>Qualifying marks: 70/100</b>
<b>Weightage (out of 100), max</b>			<b>70</b>	<b>Qualifying marks: 49/70</b>

#### **S. 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 V.A.
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.

#### **T. Opening of Commercial Bid**

1. The Commercial bids shall not be opened by MCGM until the evaluations of the Technical Bids have been completed.
2. After the technical evaluation is completed and MCGM has issued its no objection (if applicable), MCGM shall notify those Bidders whose proposals did not pass the technical evaluation or were considered as non-responsive to the Bid Document and scope of work, that their Financial Proposals will not be opened.
3. MCGM shall simultaneously notify in writing to bidders who have cleared the technical evaluation, the date, time and l
4. Location for opening the Financial Proposals. The opening date would allow Bidders sufficient time to make arrangements for attending the opening. Bidders’ attendance at the opening of Financial Proposals is optional.
5. MCGM shall prepare a record of the bid opening that shall include, at a minimum: the name of the Bidder and the bid Price, and any other details as MCGM may consider appropriate. 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.

6. 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.
7. Commercial Bids from bidders who have failed to qualify in evaluation of the technical bid will not be opened.
8. Only bids that are opened and read out at the bid opening shall be considered further.
9. Authorization letter in the name of the person attending bid opening needs to be submitted on the letterhead of the Bidder during bid opening in the format specified in the bid document.
10. The Commercial Bids will be evaluated by MCGM for completeness and accuracy.
11. 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.

#### **U. Selection Method**

1. Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points
2. Bidders who have scored minimum 70 marks out of 100 in Technical Evaluation will be considered for Financial Bid Evaluation.
3. The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.
4. MCGM reserves the right to accept or reject any or all bids without giving any reasons thereof.
5. MCGM shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.
6. The technically qualified bidders will further be selected using QCBS (Quality and Cost Based Selection) method with Technical Score contributing towards 70% weight age and Commercial Score contributing towards 30% weight age. The Technical Score (Ts) of the bidder for the Technical Bid Component is calculated as below:
7. The bidder with Highest Qualifying Technical Bid will be awarded 100 marks (TH).
8. The Technical bid score of other qualifying bidder shall be computed as below.  

$$\text{Technical bid Score of the Bidder (Ts)} = (\text{Technical Bid score of the respective Bidder} / \text{TH}) \times 100$$
(Rounded off to two decimal places)
9. The Financial Score (Fs) of the bidder for the Commercial Bid Component as calculated below  
The bidder with Lowest Qualifying Commercial Bid (CL) will be awarded 100 marks.  
The Financial bid score of other qualifying bidder shall be computed as below  

$$\text{Financial bid score of the Bidder (Fs)} = (\text{CL} / \text{Commercial Bid of the respective Bidder}) \times 100$$
(Rounded off to two decimal places)
10. The overall score will be calculated as follows:-  

$$\text{CBS} = 0.70 \text{ Ts} + 0.30 \text{ Fs}$$
Where: CBS = Final Composite Bid Score  
Ts = Technical score of the bidder (out of maximum of 100 marks)

Fs = Financial Score of the bidder (out of maximum of 100 marks)

11. The bidder with the highest overall score will be awarded the contract, subject to terms and conditions mentioned in the bid

#### **V. OEM / Implementation Partner Participation Criteria**

1. In the case of non-proprietary and proprietary solution, 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.

#### **W. Rights to Accept/Reject any or all Bids**

Notwithstanding anything contained in this tender, MCGM reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

MCGM reserves the right to reject any Application and/ or Bid if:

- (a) at any time, a misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.

In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof including the concession thereby granted by MCGM, that one or more of the pre-qualification conditions have not been met by

the Bidder, or the Bidder has made any misrepresentation or has given any incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Successful Bidder either by issue of the LOA (Letter of Approval) or entering into of the Agreement, and if the Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this tender, be liable to be terminated, by a communication in writing by MCGM to the Bidder, without MCGM being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which MCGM may have under this tender, the Bidding Documents, the Concession Agreement or under applicable law.

MCGM reserves the right to verify all statements, information and documents submitted by the Bidder in response to the tender. Any such verification or lack of such verification by MCGM shall not relieve Bidder of its obligations or liabilities hereunder nor will it affect any rights of MCGM there under.

The bid shall be rejected if the bidder-

1. Stipulates the validity period less than 180 days
2. Stipulates own condition/conditions.
3. Does not fill and (digital) sign undertaking forms, which are incorporated, in the document.

#### **X. 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 V.A. 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 endeavour 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 V.A.

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.

#### **Y. Amendment of Bid Document**

At any time prior to the deadline for submission of Application, MCGM may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the tender by the issuance of Addendum.

Any Addendum thus issued will be sent in writing/ Fax/ Email to all those who have purchased the tender.

In order to afford the Bidder a reasonable time for taking an Addendum into account, or for any other reason, MCGM may, in its sole discretion, extend the bid submission Due Date.

## **Z. 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 their bid has been accepted.
2. 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.

## **AA. Performance Bank Guarantee**

1. The Bidder shall at his own expense, deposit with Corporation, within fifteen (15) working days of the notification of award of 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.
2. This Performance Bank Guarantee will be for an amount equivalent to 10% of the total contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder and should be valid for 3 years.
3. Details on validity of the performance bank guarantee are specified under section V.A of this document. The Performance Bank Guarantee letter format can be found in this document.
4. 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.
5. 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.
6. The 30 day notice period shall be considered as the 'Cure Period' to facilitate the Selected Agency 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'.
7. 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.

## **BB. Failure to agree with the Terms and Conditions of the Bid/Contract**

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. 2<sup>nd</sup> standing Bidder).



In such a case, MCGM shall invoke the PBG and EMD and security deposit will be forfeited of the lowest bidder/ the most responsive Bidder.

#### **CC. Terms and Conditions of the Bid**

Bidder is required to refer to the draft Contract Agreement, provided in this bid, for all the terms and conditions (including project timelines) to be adhered by the successful Bidder during Project Implementation and Post implementation 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.

#### **DD. Legal and Stationery Charges**

Successful Bidder on whom the Purchase Order/ Contract Work orders are placed shall have to pay facility charges towards the use of e-Tendering facilities. The facility charges shall be debited @ 0.5 % of the contract value (excluding Taxes), being limited to a maximum of Rs. 2000/- and the same shall be debited directly from the first bill, as per Circular CA/FRG/03 dated 23/4/2019. (Rs. 8,880)

#### **EE. Stamp Duty**

1. As per Circular Number CHE/BN/17800/II dated 7/1/2016.
2. The stamp duty payable for the contract shall be borne by the Selected Agency IN WITNESS whereof the parties hereto have signed this on the day, month and year written as part of the agreement.
3. 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 labor 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 (Rs.insert the appropriate value as per finance circular based on the value of the project ).Be the rated decided by concerned authority.
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. In case of delay, Rs. 5000 per day penalty to be recovered.
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 favor of “Superintendent of Stamp, Mumbai” within 15 days from intimation thereof.

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

#### **FF. Security Deposit**

Successful bidder has to pay security deposit of 5% of contract value which will be refunded after the defect liability period.

## Section-VI Project Team, Terms and Conditions

### A. Project Initiation and Management:

The Selected Agency shall adopt the software development life cycle using industry standards best practices and adopting the security constraints for access and control rights in order to achieve the high level of stability and robustness required for the application. The Selected Agency(IA) shall follow proper assessment, documentation, version control and other criteria to ensure long term continuity of this project. The major deliverables to be submitted by the IA are as follows:

### B. Inception Report

The IA shall submit an inception report for project implementation which will serve as a foundation document for the overall project. The inception reports shall include the overall project plan and the plan for individual phases along with detailed tasks. The acceptance of the inception report by MCGM is essential for proceeding with the implementation of the project. The Selected Agency shall plan the project implementation in great details and shall provide a micro level view of the tasks and activities that they are going to be undertaken in consultation with the Core Committee. The minimum list of planning related documentation that the Selected Agency shall make at the onset is as follows:

- i. **Project Schedule:** A detailed week-wise timeline indicating various activities to be performed along with completion dates and resources required for the same
- ii. **Manpower Deployment List:** List and number of all manpower that will be required along with the task assigned to each. Roles and Responsibilities of every category of manpower shall be mentioned.
- iii. **Resource Deployment List:** List and number of all resources other than manpower those are required.

- iv. **Communication Plan:** Detailed communication plan indicating what form of communication will be utilized for what kinds of meeting along with recipients and frequency.
- v. **Progress Monitoring Plan:** Detailed Daily, Weekly, Monthly Progress Report formats along with issue escalation format. The format will be approved by MCGM to the Selected Agency before start of the project.
- vi. **Standard Operating Procedures:** Detailed procedure for monitoring the application performance parameters and implementation progress.
- vii. **Risk Mitigation Plan:** List of all possible risks and methods to mitigate them. The following format will be used for this purpose:

Risk Scenario	Impact on Duration	Impact on Cost	Corrective Action	Responsibility Centre	Completion Date	Status

**Table: Risk Mitigation Plan**

- viii. **Escalation Matrix and 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.>

**C. Detailed Requirement Gathering and Analysis**

Once the bidder is onboarded, activities conducted as part of this task will result in the project deliverable Site Survey Report, Software Requirement Specifications (SRS) report, Bill of Material (BOM), Bill of Quantity (BOQ) and Training Needs Analysis (TNA) report, which shall detail the requirements of the complete solution and implementation requirements up to the last possible detail.

**D. SRS (System Requirement Specification) document preparation**

As indicated above in point (b) the Selected agency shall conduct the requirement gathering and analysis to prepare the System Requirement Specification Document.

- i. The Selected Agency shall perform the detailed assessment of the functional requirements for the services described in the RFP.
- ii. Selected Agency shall understand the processes and other related documents and seek clarifications from the department, if any.
- iii. Selected Agency shall interact with department’s project team to gather requirements including but not limited to modules and MIS reporting templates. It is expected that Selected Agency gathers requirements through structured questionnaires, focused interviews with user groups. Selected Agency is also expected to visit the different locations to understand the requirements of users at those locations.
- iv. SRS shall contain the objectives and scope of the system, overview, various levels of business requirements, architectural requirements, usability requirements, reliability requirements, design constraints, sizing considerations, applicable standards, interfaces etc.

User Role wise mapping to the various business functions with details regarding their access rights (insert /update / delete / view etc.) shall also be included in the document.

- v. The SRS shall be prepared by the Selected Agency and a formal sign-off shall be obtained from the department before proceeding with the Development/ Customization/Configuration/Installation of the application.

#### **E. System Design**

The Selected agency shall prepare and submit the complete architecture of the proposed application including the system architecture, solution architecture, hardware deployment architecture and network architecture. The Selected Agency shall ensure all possible and required improvements are incorporated in the solution architecture, as applicable; and also ensure that the architecture would not restrict any scalability or enhancements in future.

#### **F. Change Control Process**

In the event of any proposed change to the agreement, scope of work and SLAs, the Selected Agency shall follow the procedure as described below. The change shall include, but may not be limited to, changes in the scope of services as mentioned under various categories from time to time. The Selected Agency shall provide a change management system for monitoring change requests implementation, bug tracking and production support services.

##### **a. Change Control Notice ('CCN')**

Change Request can be raised by any MCGM application user / stakeholder who shall be responsible for obtaining approval for the change and shall complete the CCN Initiation part of the form. The Selected Agency and MCGM shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services and is suggested and applicable only after the testing, commissioning and certification of the Operational Acceptance. The payment for the changes brought in after project operational acceptance date shall be calculated on the basis of man-month rate quoted by the Selected Agency in its bid and estimated man-month effort to be submitted by the Selected Agency prior to taking up the change of control event and accepted by MCGM. Change requests and CCNs shall be reported monthly/fortnightly to the department which shall prioritize and review progress.

##### **b. Change Control Note (Sample)**

The Selected Agency shall assess the CCN and complete the CCN, on completing the CCN the IA shall provide as a minimum:

- a. Description of the change
- b. List of deliverables required for implementing the change
- c. Time table for implementation
- d. Estimate of any proposed change
- e. Relevant acceptance criteria
- f. Assessment of the value of the proposed change
- g. Material evidence to prove that the proposed change is not already covered within the Agreement and the scope of work

Prior to submission of the completed CCN to the MCGM, or its nominated agencies, the

Selected Agency shall undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the Selected Agency shall consider the materiality of the proposed change in the context of the SLA and the Project Implementation affected by the change and the total effect that may arise from implementation of the change.

The Selected Agency shall be obliged to implement any proposed changes once approval in accordance with above provisions has been given, with effect from the date agreed for implementation and within an agreed timeframe. Selected Agency shall not be obligated to work on a change until the parties agree in writing upon its scope, price and/or schedule impact. A sample change control note is given under Annexure.

#### **G. Annual Maintenance Contract (AMC)**

The IA shall monitor O&M warranties to check adherence to preventive and repair maintenance terms and conditions. The AMC shall cover bug fixing / patching / version upgrades /application enhancement etc.

#### **H. Helpdesk Support**

Helpdesk support to be provided during the working hours. Availability should not be less than 99.99% over the calls. Cost of support to be borne by the company and support to be provided till the contract is valid.

#### **I. Source Code Rights**

1. As stated previously, all the source codes, software's developed for the implementation belong to MCGM and the implementation agency has no rights over it. All the codes have to be transferred to MCGM after the last delivery and in subsequent updates/bugs resolution, etc.
2. Transfer includes all the code files, supporting libraries, database scripts, libraries and metadata dictionary, procedures and supporting software components. Source Code to be exact replica of the department application live on the production server.
3. Documentation of step-by-step procedure for recompilation of the application shall be submitted by Selected Agency. The documentation shall enable MCGM (or any third party appointed by MCGM) to install, configure and recompile the application.
4. While submitting the Source Code files, Selected Agency shall submit the declaration that the Source code is of the same version which is on Production Environment and used for live operations. IA shall provide the environment to recompile the source code and provide access to the application to confirm that the Source Code is of the latest version and is same as that on the Production Environment.
5. Selected Agency shall conduct the necessary Knowledge transfer sessions to the technical staff provided by the MCGM. The success criterion of training will be that IT team provided by MCGM is able to recompile successfully the entire application on the test server independently.

## **Annexure I: Instructions for Pre-Qualification Bid**

### **Pre-Qualification Cover Letter**

Date: dd/mm/yyyy

To

<Insert complete postal address>

**Sub** : <Project Name>

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

Dear Sir,

Having examined the bid, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the bid for the <insert Name of the bid/project>

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 :  
Telephone and Fax :  
E-mail address :

### Format to share Bidder'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.	CMMi certifications 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	

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		



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

(On Stamp Paper of Rs 500)

**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 prohibitor 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

**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 Messer's ----- (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 <insert project  
name> 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.

## **Annexure II: Instructions and Technical Bid Document Formats**

### **General Instructions for the Technical Bid**

Bidders have to submit a very structured and organized technical bid, which will be analyzed by the Technical Evaluation Committee for different compliances with regards to the requirements of the project. Since the cut-off marks for Technical bid Score is 70, the quality and completeness of the information submitted by the Bidder will matter a lot.

Bidder is expected to divide its Bid in following sections / documents:

#### **A) Bidder's Competence to execute the project**

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

- Financial Capability, Experience of Bidder of implementing similar/same applications.
- Quality of IT and domain experts available with the firm

#### **B) Proposed Team for the Project**

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

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

#### **C) Technical Solution Proposed for the Project**

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

1. **Bill of Material:** This document should give details of all the proposed IT and Non-IT components, without specifying the costs. Please note that the bid shall get disqualified if Bidder gives price details in the technical document.
2. Describe the proposed Technical Solution in a structured manner. Following should be captured in the same:
  - a. Clear articulation and description of the design and technical solution and various components including details of the application software proposed
  - b. Reasoning for selection of the proposed technology over other options.
  - c. Extent of compliance to technical requirements specified in the scope of work
  - d. Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other clients
3. Clearly articulate the Strategy and Approach and Methodology for Installation, Configuration and Implementation of hosted components, data recovery.
4. Approach and Methodology for Management of SLA Requirements specified in the bid. Bidder is required to clearly articulate how the SLA requirements would be adhered to.
5. Detailed Project Plan with timelines, resource allocation, milestones etc. for supply, installation and commissioning of the various project components.

**Format to share Project Details**

Name of the Project	
<b>General Information</b>	
Client for which the project was executed	
Name of the client contact person(s)	
Designation of client contact person(s)	
Contact details of the client contact person(s)	
<b>Project Details</b>	
Description of the project	
Scope of work of the Bidder	
Deliverables of the Bidder	
Technologies used	
Current Status of the project	
<b>Other Details</b>	
Total cost of the project	
Total cost of the services provided by the Bidder	
Duration of the project (number of months, start date, completion date, current status)	
<b>Other Relevant Information</b>	
Mandatory Supporting Documents: <ul style="list-style-type: none"> <li>• Work order / Purchase order / Contract for the project</li> <li>• Client Certificate giving present status of the project and view of the quality of services by the Bidder</li> </ul>	

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

### Details of Manpower Resources Proposed

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

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

1	Name of the Staff				
2	Current Designation in the Organisation				
3	Proposed Role in the Project				
4	Proposed Responsibilities in the Project				
5	Date of Birth				
6	Education	<ul style="list-style-type: none"> <li>▪ Degree / Diploma, College, University, Year of Passing</li> <li>▪ Degree / Diploma, College, University, Year of Passing</li> </ul>			
7	Summary of Key Training and Certifications	<ul style="list-style-type: none"> <li>▪</li> <li>▪</li> </ul>			
8	Language Proficiency	Language	Reading	Writing	Speaking
9	Employment Record (For the total relevant experience)	From month and year to month and year:			
		Employer:			
		Position Held:			
		From month and year to month and year:			
		Employer:			
		Position Held:			
		From month and year to month and			

		year:			
		Employer:			
		Position Held:			
10	Total No. Of Years of Work Experience				
11	Total No. Of Years of Experience for the Role proposed				
12	Highlights of relevant assignments handled and significant accomplishments (Use following format for each project)	Name of assignment or project:			
		Duration (From month and year to month and year):			
		Location:			
		Client:			
		Main project features:			
		Positions held:			
		Activities performed:			

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

**Notes:**

1. The Bidder shall submit the technical proposal including the BoM with 'Make' and 'Model' details excluding the cost.
2. The Bidders can add additional line items as per their requirements
3. Bidder should not share any bid price information in the technical bid

#	Requirement Description	Quantity/ Unit Required	Duration in Months
1.	School Information Management System	Lumpsum	36 months
2.	Annual Maintenance Charges for Application (For 3 Years)	Lumpsum	36 Months
3.	Application Hosting Charges (For 3 Years)	Lumpsum	36 Months



**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 **“School Management Application”**

**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 :



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.



## Annexure III: Commercial Bid Formats

### Commercial Bid Cover Letter

Date: dd/mm/yyyy

To

<Insert complete postal address>

**Sub** : <Insert project/bid name>

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

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of ***“WEB AND MOBILE APPLICATION BASED INFORMATION MANAGEMENT SYSTEM FOR MCGM EDUCATION DEPARTMENT USING AGILE METHODOLOGY”*** 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 altered under the law, we shall pay the same.

#### 2. Unit rates

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

#### 3. Deviations

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

#### 4. Qualifying data

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

**5. Bid price**

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

**6. Contract performance guarantee bond**

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

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

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

Thanking you,

Yours faithfully,

(Signature of the Authorised Signatory)

Name

Designation

Seal.

Date:

Place:

Business Address:

### Commercial Bid Format and Instructions

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

**The fees shall be inclusive of GST, Income Tax, 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.

#	Item Description	Quantity/ Unit Required	Duration in Month	Rate per Unit/ Month	Total Cost in INR
1	School Management Application	Lumpsum	36		
2	Application Hosting Charges	Lumpsum	36		
3	Annual Maintenance Charges for Application	Lumpsum	36		
<b>Grand Total</b>					
#	Iten Description	Quantity/ Unit Required	Duration in Month	Rate per Unit/ Month	Total Cost in INR
1	School Management Application	Lumpsum	36		
2	Application Hosting Charges	Lumpsum	36		
3	Annual Maintenance Charges for Application	Lumpsum	36		
<b>Grand Total</b>					

#### Note:

1. The Bidder should submit only the 'Summary of the Commercial Format' on the e-Tendering portal and the detailed commercial bid should be submitted manually along with the submission of the EMD. The formats for detailed commercial bids to be as per formats defined in his RFP.
2. The bidders may visit the site and obtain additional information at their own cost and responsibility.
3. The Selected Agency will quote both for Implementation cost and the Operations and Maintenance cost, the details of which are given in the Bid Document.

4. MCGM to scale up and scale down resources based on requirements. Any line items may be removed from the scope based on MCGM's discretion.
5. All the prices are to be entered in Indian Rupees ONLY.
6. Prices indicated in the schedules shall be inclusive of all taxes, Levies, duties etc. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
7. 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.
8. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items. No additional/separate payment shall be made regarding the same.
9. For the purpose of evaluation of Commercial Bids, MCGM shall make appropriate assumptions to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
10. The Contract Price shall be firm and not subject to any alteration.
11. The Selected Agency should be deemed to have satisfied itself as to the correctness and sufficiency of the contract price, which shall, except as otherwise provided for in the contract, cover all its obligations under the contract.
12. Please note invitation of price discovery rate for future requirements does not imply guarantee of any additional work or any increase in scope. The price discovery rates are being invited to meet any exigency requirements if a need emerges during the period of contract with respect to deployment of additional manpower resources.
13. The rate/cost quoted for AMC and price discovery elements would be considered for additional procurement/payment in future.
14. Wherever present, the items mentioned as Lump Sum in above table will have quantity as 1 in the BoQ available online via e-tendering. However, the bidder should consider the same as Lump Sum and submit the commercials.

**Annexure IV: Draft Contract Agreement**

On a Rs. 100/- Non Judicial Stamp Paper

---

This Contract Agreement, hereinafter referred to as “CA” is made this \_\_\_ day of \_\_\_\_\_ 2015(2016) at [office address]

BETWEEN

<Head of Department>, 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 <Select as 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 “**Selected Agency**” (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 services using 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:

## 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, along with 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 mean 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 price offered 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 activities related to the setting up and operations of the infrastructure, technical documents, Software Applications, customized Source Codes, as defined in the bid and subsequent Corrigendum (if any), based on which the technical bid and commercial bid was submitted by the Bidder and as required as per this CA;
- x. **Effective Date** means the date on which the Purchase Order or Letter of Intent is issued to Selected Agency;
- 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 Selected Agency 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, formula, flow charts, data and computer programs already owned/licensed by either Party or granted by third party 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 Selected Agency, 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 vide bid document number mentioned 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 Selected Agency.
- ee. **Service Level Requirement(s)** means the timelines and the quality levels to be adhered to by the Selected Agency for 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 Selected Agency, 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 to application including 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. **“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
- oo. **“Specification”** shall mean the specification referred to in the tender and any modification thereof or addition or deletion thereto as may from time to time be furnished or approved in writing by the MCGM.
- pp. **The Start Date/Commencement Date** is given in the Contract Data. It is the date when the Service Provider shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

### Interpretations

- a. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it;
- b. Words denoting the singular shall include the plural and vice-versa and words denoting persons shall include firms and corporations and vice versa;
- c. Unless otherwise expressly stated, the words “herein”, “hereof”, “hereunder” and similar words refer to this CA as a whole and not to any particular Article, Schedule. The term Articles, refers to Articles of this CA. The words “include” and “including” shall not be construed as terms of limitation. The words “day” and “month” mean “calendar day” and “calendar month” unless otherwise stated. The words “writing” and “written” mean “in documented form”, whether electronic or hard copy, unless otherwise stated;

- d. 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 “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 Agency;
- k. The Corporation 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 the Corporation 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 Agency about any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the Selected Agency to take corrective action;
- n. Such an involvement of and guidance by the agency/person will not, however, absolve the Selected Agency of the fundamental responsibility of designing, installing, testing and commissioning the application and the infrastructure for efficient and effective delivery of services as contemplated under this bid.

- o. The following documents forming this Agreement are to be taken as mutually explanatory of one another:
  - i. This Agreement;
  - ii. Purchase Order or Letter of Intent issued by MCGM to the successful Bidder and
  - iii. Clarification and Corrigendum Documents published by MCGM subsequent to the bid for this work
  - iv. Bid Document of MCGM for this work
  - v. Detail Commercial bid of the Selected Agency accepted by MCGM
  - vi. Successful Bidder's 'Technical Bid' submitted in response to the bid and responses/clarifications provided in response to queries raised by BEC

#### **Term of the Contract Agreement**

- ❖ The term of this CA shall be a period of 3 years from the date of execution of this Agreement. This includes the time required for Implementation and Operations and Maintenance Support.
- ❖ In the event of implementation period getting extended beyond the stipulated time, for reasons not attributable to the Selected Agency, 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.

#### **MCGM's 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 from any of his obligations under the contract.

#### **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.

#### **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 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.

#### **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 about any such modification.

#### **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.

#### **MCGM's and Service Provider's Risks**

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.

#### **MCGM's Risks**

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.

#### **Service Provider's Risks**

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.

#### **Management Meetings**

MCGM may require the Service Provider to attend the management meetings. 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.

#### **Tests**

The Service Provider will have to perform the mandatory tests as prescribed in the specifications.

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

#### **Variations**

MCGM shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he 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.

### **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.

### **Operation and Maintenance Manuals**

If Drawings and/or operation 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.

### **Compliance with Labor Regulations**

During continuance of the Contract, the Service Provider and his sub-Contractors shall abide at all times by all existing labor enactments and rules made there under, regulations, notifications and by laws of the State or Central Government or local authority and any other labour law (including rules), regulations, by 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/by laws/Acts/Rules/regulations including amendments, if any, on the part of the Service Provider, MCGM shall have the right to deduct any money from 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.

### **Format & 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

### **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.

#### **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.

#### **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.

#### **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.

#### **Patent, Rights & 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, required for the works.

#### **Payment, Taxes & 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 Bombay 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 Bombay or representative or Officers in making periodical or final payments or in any other respect whatever.

#### **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.

#### **Proprietary data**

All documents and other information supplied by the Authority or submitted by a 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.

#### **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.

#### **Taxes**

G.S.T. and other state levies/ cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes. It is clearly understood that MCGM will not bear any additional liability towards payment of any Taxes & Duties.

Wherever the services to be provided by the Tenderers falls under Reverse Charge Mechanism, the price quoted shall be exclusive of GST, but inclusive of Taxes/ Duties/ Cess other than GST, if any.

The Tenderer shall mandatorily upload the information of applicable tax in the pro-forma as enclosed under 'Special Annexure-I' given below in Packet 'C'. Wherein the tenderer shall indicate in the tabular format, all the applicable 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 be admissible on account of fluctuations in market rates, increase in taxes/ any other levies/

tolls etc.except that payment/ recovery for overall market situation shall be made as per price variation.

#### **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. If the documents are not submitted within the stipulated time a penalty of Rs 5000/- per day will be applicable to the Bidder. 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.

#### **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.

## Fees

Total fees to be paid to the Selected Agency for the execution of this Contract are as mentioned below:

#	Item Description	Quantity/ Unit Required	Duration in Month	Rate per Unit/ Month	Total Cost in INR
1	School Management Application	Lumpsum	According to timelines	NA	
2	Annual Maintenance Charges for Application	Lumpsum	36		
<b>Grand Total</b>					

The fees shall be inclusive of GST, Income Tax, 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.

## Work Completion Timelines and Payment Terms

The Work Completion timelines are provided Subsystem wise:

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

#	Milestone	Deliverables	Timelines	Payment Terms *
1	Project Kick-Off	Project Inception Report, SRS& Project Management Plan	T+7 Days	Nil
<b>A) Design , Configuration, Testing, Installation and Setup</b>				
<b>Table1:Total Quote for Implementation</b>				
2	Version1 of the solution	i. Deployable and usable solution along with the necessary test reports ii. UAT iii. User manual	T+ 30 days	20% of Item # 1 mentioned in BoQ <b>Payment will be done only if all the deliverables are completed</b>
3	Training to MCGM Education staff	Training of all staff of education staff. PCs, place for training to be organized by the IA and cost to be a part of the implementation cost	T + 60 days	10% of Item # 1 mentioned in BoQ <b>Payment will be done only if all the deliverables are completed</b>
4	Staff uses the solution and gives feedback	IA to give a platform where such feedback can be captured and monitored	T + 70 days	-

#	Milestone	Deliverables	Timelines	Payment Terms *
5	Version2 of the solution	i. Updated version 1 with the recommended changes along with test reports ii.Updated User manual	T+80 days	20% of Item # 1 mentioned in BoQ <b>Payment will be done only if all the deliverables are completed</b>
6	Training for the Version 2 changes incorporated	Digital delivery of the made changes	T + 85 days	10% of Item # 1 mentioned in BoQ <b>Payment will be done only if all the deliverables are completed</b>
7	Staff uses the solution and gives feedback	IA to give a platform where such feedback can be captured and monitored	T + 95 days	-
8	Version3 of the solution	i. Final delivery with the updated changes along with the test reports ii. All Updated documents along with digital delivery of the updated changes	T+105 days	30% of Item # 1 mentioned in BoQ <b>Payment will be done only if all the deliverables are completed</b>
9	IP transfer	i. Transfer of all the source codes, libraries, etc as mentioned previously to the IT team ii. Transfer of all documents associated with the development iii. Handholding the IT team to deploy the exact replica of the solution on a separate environment	T+120 days	10% of Item # 1 mentioned in BoQ <b>Payment will be done only if all the deliverables are completed</b>
<b>B) Operations, Management and Support</b>				
10	Annual Maintenance Charges of Application	Annual Maintenance of the system	Upto 3 Years from Go-Live	12 Equal Quarterly Installment for forItem # 2 of BoQ

Disbursement of payment to the Selected Agency is based on completion of tasks indicated in the implementation plan; Operations and Maintenance support plan and final handing over of O&M to the third party on completion at the end of <specify number years of the contractual period.

**Notes:**

- Adherence to timelines is critical for the success of the project.
- No advance payment shall be made for staff mobilization.
- If the Selected Agency is liable for any penalty as per the SLA (refer to the related clause of this agreement), the same shall be adjusted from payments due to the Selected Agency.
- User Department will release the payment within 30 days of submission of valid invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed as per the scope of the project and meeting the SLA Criteria. MCGM shall be entitled to delay or withhold the payment of a disputed invoice or part of it delivered by Selected Agency, when MCGM disputes such invoice or part of it, provided that such dispute is bonafide.
- In the quarterly invoices raised by the selected bidder, it will be the responsibility of the selected bidder to provide the attendance sheet and client satisfaction certificate of the resources deployed at field along with the quarterly invoice, failing to which MCGM has the right to withhold the payment.
- Payment will be made by the User Department
- It is mandatory for the successful bidder to open a bank account in any of the banks approved by MCGM (Specified in Annexure V of the bid document) for easy and quick payments. All payments under the contract will be made only in this bank account through Electronic Clearing System/RTGS/NEFT/CBS.
- MCGM at its own discretion may decide to release the partial payment (upto 30%) for specific milestones, acceptance of which got delayed for reasons not attributable to the IA. In such cases the remaining 70% shall be released on full acceptance of that particular milestone by MCGM.

**Service Level Agreements**

- The purpose of this Service Level Requirements/Agreement (hereinafter referred to as SLR/SLA) is to clearly define the levels of service which shall be provided by the Selected Agency to the Corporation for the duration of this contract period of the Project.
- Timelines specified in the above section (**Work Completion Timelines and Payment Terms**) shall form the Service Levels for delivery of Services specified there-in.
- All the payments to the Selected Agency are linked to the compliance with the SLA metrics specified in this document.
- The project Service Level Agreement are proposed to be performance based. For purposes of Service Level Agreement, the definitions and terms as specified along with the following terms shall have the meanings set forth below:

The SLAs have been logically segregated in the following categories:

1. Application Development

2. Deployment of Manpower
3. Application Performance
4. Training
5. Security Audit
6. Helpdesk Support/Issue Response and Resolution
7. Functional Support
8. Change Request
9. Reporting

Commencement of SLA: The SLA shall commence from implementation period itself for adherence to the implementation plan. The penalty will be deducted from the next payment milestone during the implementation period. During the O & M period, the penalty will be deducted from the quarterly payments.

#### Application Development

Sr. No	Parameter	Metric	Basis	Penalty
1.	Adherence to planned implementation schedule. <ul style="list-style-type: none"> <li>• Project Initiation</li> <li>• Team Mobilization</li> <li>• User Acceptance Testing</li> <li>• Implementation and Operational Acceptance</li> </ul>	The delay for each milestone as per the planned schedule should not exceed more than a week without a justified reason agreed and approved by MCGM. Thereafter for each week of delay, penalty will be levied.	Per Occurrence	Please refer <b>Note*</b> mentioned at the end of this clause.
2.	Submission of deliverables as relevant to the individual milestones/stages	To be submitted within 10 days of the completion of the individual milestone.	Per Occurrence	Please refer <b>Note*</b> mentioned at the end of this clause.

#### Deployment of Manpower

Sr. No	Parameter	Metric	Basis	Penalty
1.	Mobilisation of the team for commencement of work	Within 1 week from the date of issue of the Lol/Purchase/Work Order	Per Occurrence	Please refer <b>Note*</b> mentioned at the end of this clause.
2.	Replacement of resources	Within 15 days of release of existing	Per occurrence	Rs. 5,000 per week of delay

		resource initiated either by MCGM or the Selected Agency. The resource should be of equivalent or higher qualification and experience.		for deployment of alternate resource
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### Application Performance

Sr. No	Parameter	Target	Basis	Penalty
1.	Average Response Time during peak usage hours as measured by EMS tool	Less than or equal to 10 seconds	Per occurrence. This will be calculated monthly after the Go-live of the application.	Per occurrence penalty shall be Rs. 1,000. Maximum penalty of 10 % is permissible, post which MCGM may invoke
2.	Application Uptime <ul style="list-style-type: none"> <li>Application and Web Server Uptime</li> <li>Any other IT component in the Infrastructure Architecture</li> </ul>	>= 99.95%	Per occurrence. This will be calculated monthly after the Go-live of the application.	Annulment of the contract. Penalty will be deducted from the quarterly payments.

### Security Audit

Sr. No	Parameter	Target	Basis	Penalty
1.	Third Party Security Audit Certificate for the entire application and the action taken report by the Selected Agency	Once every year	Per occurrence	Please refer <b>Note*</b> mentioned at the end of this clause.

### Helpdesk Support/Issue Response and Resolution

Sr. No	Parameter	Target	Basis	Penalty
1.	Severity 3 Issue (Low) (Max. 2 modules not working)	Resolution Time <= 4 days from the time the complaint/query	Per Incident	Rs. 1,000 for delay of every additional day subject to a maximum of

		is allocated for resolution by the helpdesk.		10% of contract value, post which MCGM may invoke annulment of the contract
2.	Severity 2 Issue (Medium) (More than 2 modules not working)	Resolution Time <= 2 day from the time the complaint/query is allocated for resolution by the helpdesk.	Per Incident	Rs. 2,500 for delay of every additional day subject to a maximum of 10% of contract value, post which MCGM may invoke annulment of the contract.
3.	Severity 1 Issue (Critical) (Application or server down))	Resolution Time <= T (As agreed up on by MCGM and IA) from the time the complaint/query is allocated for resolution by the helpdesk.	Per Incident	Rs. 5,000 for delay of every additional hour subject to a maximum of 10% of contract value, post which MCGM may invoke annulment of the contract.
4.	Average Call Lost Rate (Total No. Of calls lost because they were not attended by an operator / Total incoming calls )*100	<=1%	Per Month	Rs. 1000 for every additional 1% call lost subject to a maximum of 10% of contract value, post which MCGM may invoke annulment of the contract.

### Functional Support

Sr. No	Parameter	Target	Basis	Penalty
1.	Satisfaction rating	Minimum satisfactory rating of 3 or above on a scale of 1(lowest) to 5(highest)  for the overall monthly performance of the Functional Support resource provided by the reporting officer at individual health institution.	Feedback received from individual health institution.	Rs. 500 for each un-satisfactory report received from the department.

### Change Request

Sr. No	Parameter	Metric	Basis	Penalty
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1.	Criticality of Change – <b>Low</b>	where T is the timeframe for completion of the Change request as agreed upon by MCGM and the Selected Agency	Weekly per Occurrence	Rs. 1000 value per week for the first two weeks for each occurrence, Rs. 2500 per week for every subsequent week, subject to a maximum of 10% post which MCGM may invoke annulment of the contract.
2.	Criticality of Change – <b>Medium</b>	where T is the timeframe for completion of the Change request as agreed upon by MCGM and the Selected Agency	Weekly per Occurrence	Rs. 2500 per week for the first two weeks for each occurrence, thereafter Rs. 5000 per week for every subsequent week, subject to a maximum of 10% post which MCGM may invoke annulment of the contract.
3.	Criticality of Change – <b>High</b>	where T is the timeframe for completion of the Change request as agreed upon by MCGM and the Selected Agency	Weekly per Occurrence	Rs. 5000 per week for the first two weeks for each occurrence, thereafter Rs. 10,000 per week for every subsequent week, subject to a maximum of 10% post which MCGM may invoke annulment of the contract.

**Reporting during pre-implementation, implementation and post implementation ( including Operations and Maintenance Phase)**

Type	Measurement	Penalty
Monthly Status Report	Delivered at monthly intervals by the 5 <sup>th</sup> of every month with the details of the previous month. The format of the report shall be mutually agreed between MCGM and the IA	Rs. 1000 per additional week's delay.

#### **Note\*:**

- 1 % of the contract cost per week of delay if the time period of project implementation is upto 6 months. Maximum penalty in such cases can be upto 10 % of the contract cost, post which MCGM may invoke annulment of the contract.
  - Additionally, ½ % of the contract cost per week of further delay if the time period of project implementation is more than 6 month & up to 9 months. Maximum penalty in such cases can be upto 7 ½ % of the contract cost, post which MCGM may invoke annulment of the contract.
  - Additionally, ¼% of the contract cost per week of further delay if the time period of project implementation is more than 9 months. Maximum penalty in such cases can be upto 5 % of the contract cost, post which MCGM may invoke annulment of the contract.
- The down time will be calculated on monthly basis. Non-adherence to any of the services as mentioned below will lead to penalty as per the SLA clause and will be used to calculate downtime. The downtime calculated shall not include the following
    - Down time due to hardware/software and application which is owned by MCGM at their premises
    - Negligence or other conduct of MCGM or its agents, including a failure or malfunction resulting from applications or services provided by MCGM or its vendors.
    - Failure or malfunction of any equipment or services not provided by the Bidder.

However, it is the responsibility/ onus of the selected Bidder to prove that the outage is attributable to MCGM. The selected Bidder shall obtain the proof authenticated by the MCGM's official that the outage is attributable to the MCGM.

- The Agency shall deploy sufficient manpower suitably qualified and experienced in shifts to meet the SLA. Agency shall appoint as many team members as deemed fit by them, to meet the time Schedule and SLA requirements.

#### **Indemnity**

The Selected Agency 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 Selected Agency or
- ii. The failure by the Selected Agency 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 Selected Agency. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created by Selected Agency pursuant to this Agreement, or any

equipment, software, information, methods of operation or other intellectual property created by Selected Agency or sub-contractors pursuant to this Agreement, or the SLAs (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) <insert name of the Project> by itself or through other persons other than Selected Agency or its sub-contractors; (B) Third Parties (i.e., other than Selected Agency 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 Selected Agency or
- iv. Claim filed by a workman or employee engaged by the Selected Agency for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

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

#### **Third Party Claims**

- a. Subject to Sub-clause (b) below, the Selected Agency (the "Indemnifying Party") indemnifies MCGM ("Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in 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. Selected Agency hereby 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.

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

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

Further as an exclusion, the Selected Agency 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.

## Publicity

Any publicity by the Selected Agency 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.

## Warranties

- a. The Selected Agency 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 Selected Agency;
  - 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 Selected Agency warrants and represents to MCGM, that:
  - i. The Selected Agency 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 Selected Agency;
  - iii. The Services will be provided and rendered by appropriately qualified, trained and experienced personnel as mentioned in the bid;
  - iv. Selected Agency 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. Selected Agency will warrant that the solution provided under the contract is new, of the most recent higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.
  - vii. The Selected Agency 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 Selected Agency 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 than what are the costs quoted by the Selected Agency and as specified in the contract.
  - viii. If the Selected Agency 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.

The Selected Agency will repair/correct the warranty defect in the Selected Agency branded hardware/software, or correct a material non-conformance to specifications in accordance with the terms and conditions mutually agreed between the parties during the agreed warranty period and

in accordance with the terms of the respective OEMs/Software vendors. Further, Selected Agency will not be responsible for any breach of warranty or support resulting from unauthorized changes made to the software/hardware supplied by it.

Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Selected Agency 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 Selected Agency.

#### **Force Majeure**

The Selected Agency shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the "reasonable" control of the Selected Agency, not involving the Selected Agency's fault or negligence and not foreseeable. Unforeseen circumstances or causes beyond the control of the Selected Agency 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 Selected Agency to take benefit of this clause it is a condition precedent that the Selected Agency must 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 Selected Agency and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by MCGM in writing, the Selected Agency 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 Selected Agency 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 Selected Agency.

#### **Resolution of Disputes**

This Contract shall be governed by laws of India. Disputes arising out of this Agreement shall be first referred to the DMC (Education), MCGM and/ or senior officers/ 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.

#### **Risk Purchase Clause**

In the event Selected Agency 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 from the next eligible Bidder or from alternate sources at the cost of the Selected Agency. Before taking such a decision, MCGM shall serve a notice period of one month to the Selected Agency.

The 30-day notice period shall be considered as the 'Cure Period' to facilitate the Selected Agency to cure the breach. The provision for Risk Purchase shall be evoked in the event the Selected Agency fails to correct the breach within the 'Cure Period'. Further, the Selected Agency's liability to pay shall be set as 25% of the value of the undelivered services.

#### **Limitation of Liability towards MCGM**

The Selected Agency's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The Selected Agency 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 Selected Agency and its employees, including loss caused to MCGM on account of defect in goods or deficiency in services on the part of Selected Agency or his agents or any person / persons claiming through or under said Selected Agency.

Selected Agency'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 Selected Agency is legally liable.

#### **Conflict of Interest**

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

#### **Fraud and Corruption**

MCGM requires that Selected Agency 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 Selected Agency has 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.

#### **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 Selected Agency. 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**

Selected Agency 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 Selected Agency 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. Selected Agency 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 Selected Agency 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 Selected Agency 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 Selected Agency complying with its obligations under this Schedule.
- f. During the exit management period, the Selected Agency 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.

### **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 Selected Agency and terminate the contract either in whole or in part:

- If the Selected Agency 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 Selected Agency fails to perform any other obligation(s) under the contract.

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

On failure of the Selected Agency to rectify such breach within 30 days, MCGM may terminate the contract by providing a written notice of 30 days to the Selected Agency, 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 Selected Agency 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 Selected Agency 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 Selected Agency in relation to the execution/ continued execution of the requirements of this contract.

#### **Termination for Convenience**

- 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.

#### **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 Selected Agency (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 Selected Agency and its 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 Selected Agency (including all partners) shall not use any data for analytical/commercial reasons whatsoever.

The Selected Agency 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 Selected Agency. 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 Selected Agency, its Subcontractors and agents to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this Article will result in MCGM and its nominees receiving a right to seek injunctive relief and damages, from the Selected Agency.

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. Compliance with Labor regulations**

The Selected Agency 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 Selected Agency. 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 Selected Agency. The employees of the Selected Agency in no case shall be treated as the employees of the MCGM at any point of time.

**c. 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.

**d. 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.

**e. 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

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Tel: -----

Fax: -----

Selected Agency:

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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).

**f. Personnel/Employees**

- i. Personnel/employees assigned by Selected Agency to perform the services shall be employees of Selected Agency and/or its sub-contractors, and under no circumstances will such personnel be considered as employees of MCGM. Selected Agency 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 Selected Agency.

- ii. Selected Agency shall use its best efforts to ensure that sufficient Selected Agency 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 Selected Agency personnel performing work under this Agreement. In the event that MCGM requests that any Selected Agency 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 Selected Agency shall depute quality team for the project and as per requirements MCGM shall have the right to ask Selected Agency to change the team.
- iii. Management (Regional Head / VP level officer) of Selected Agency needs to be involved in the project monitoring and should attend the review meeting at least once in a month.
- iv. The profiles of resources proposed by Selected Agency in the technical bid, which are considered for Technical bid evaluation, shall be construed as 'Key Personnel' and the Selected Agency shall not remove such personnel without the prior written consent of MCGM. For any changes to the proposed resources, Selected Agency 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 Selected Agency freely to assign or reassign its employees; provided that Selected Agency 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 Selected Agency's plan for any such knowledge transfer. Selected Agency 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.

**g. 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.

**h. Survivability 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.

**i. 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.

**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.

**Stamp Duty Payment**

The stamp duty payable for the contract shall be borne by the Selected Agency IN 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 "Selected Agency",

-----

Witnesses:

(1)

(2)

**Attachments to the Agreement:**

- i. Scope of Services for the Selected Agency
- ii. Detail Commercial bid of the Selected Agency 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. Lol issued by MCGM to the successful Bidder
- vi. The successful Bidder's "Technical Bid" and "Commercial Bid" submitted in response to the bid

## Annexure V: List of Approved Banks

- 1) As per the CA (F)'s Circular CA/FBK/39 Dt. 07.12.2012, the following banks with their Branches in Greater Mumbai up to Virar and Kalyan have been approved only for the purpose of accepting Banker's guarantee from 1997-98 onwards until further instructions.
- 2) The Banker's guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same bank within the Mumbai city limits categorically endorsing thereon that the said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor / supplier furnishing the Banker's Guarantee.

<b>State Bank of India and its subsidiary Banks.</b>		
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.		
<b>Nationalized Banks.</b>		
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.		
<b>Other Public Sector Banks.</b>		
27. Industrial Development Bank of India (IDBI)		
<b>Private Sector Banks.</b>		
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.		
<b>Scheduled Urban Co-op. Banks Licensed to issued Bankers Guarantee.</b>		



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. JanakalyanSahakari 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 ShamraoVitthal Co-Op. Bank Ltd.
74. The Zoroastrian Co-Op. Bank.		
<b>State Co-op. Banks.</b>		
75. The Maharashtra State Co-Op. Bank.		
<b>Foreign Banks.</b>		
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-Mitsubishi 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. SocieteGenerale.	102. Sonali Bank.

103. Standard Chartered Bank.	104. State Bank of Mauritius Ltd.	
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**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:

## 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 than 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 understandings among the parties with respect to the subject matter hereof.
13. **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
14. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
16. **Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
17. **Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
18. **Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years 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 03 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.



**Annexure VIII: Sample Change Control Note**

Change Control Note Initiation	CCN Number
Details of proposed change:	
Title:	
Originator:	
Date of Initiation:	
(To include reason for change and appropriate details/specifications. Please append attachments if any)	
Authorized by MCGM	Received by IA
Name:	Name:
Signature:	Signature
Date:	Date:
Change control note evaluation and acceptance	CCN Number
To include the following: 1. A description of the change; 2. A list of deliverables required for implementing the change; 3. A timetable for implementation; 4. An estimate of any proposed change; 5. Any relevant acceptance criteria; 6. An assessment of the value of the proposed change; 7. Material evidence to prove that the proposed change is not already covered within the scope of the project, SLAs.	
Request for Authority to proceed	
Approved	
Rejected	
Requires Further Information	
(as follows or as attachments)	
For MCGM	For IA
Signature	Signature
Name	Name
Title	Title
Date	Date



**Annexure IX: Pre-Bid Query Format**

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

<b>BIDDER 'S REQUEST FOR CLARIFICATION</b>	
<<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:

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

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

## **Disclaimer**

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

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

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

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