



RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking, Ministry of Railways)

**Expression of Interest for Selection of Partner from Empaneled Business Associate for
Entering into Consortium Agreement**

For

**“Design, Supply/Development, Customization, Implementation, Hosting and Maintenance of
Integrated Enterprise Solution for NMMC”**

EOI No: RailTel/WR/MUM/NMMC/EOI/2022-23 dated 08th September 2022

**Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi,
Mumbai-400013**

EOI NOTICE

RailTel Corporation of India Limited, Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai-400013

EOI Notice No: RailTel/WR/MUM/NMMC/EOI/2022-23 dated 08th September 2022

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner as consortium partner for **Design, Supply/Development, Customization, Implementation, Hosting and Maintenance of Integrated Enterprise Solution for NMMC.**

The details are as under:

1	Last date for submission of Technical Packet against EOIs by bidders	10 th September 2022 at 15:00 Hours
2	Opening of Technical Bid of EOIs	10 th September 2022 at 15:15 Hours
3	Number of copies to be submitted for scope of work	One
4	EOI fees inclusive tax (Non-refundable)	Rs. 5,000/-
5	EMD for participation	Rs. 11,32,000/-

The EMD should be in the favor of RailTel Corporation of India Limited payable at Mumbai through online bank transfer. Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.

RailTel Bank Details: Union Bank of India, Account No.317801010036605, IFSC Code - UBIN0531782, Branch name – Mahalaxmi Branch

Eligible Business Associates are required to direct all communications related to this Invitation for EOI document, through the following Nominated Point of Contact persons:

Level:1 Contact: Vivek Kumar Garg
Position: Sr. Manager/Marketing
Email: vivek.garg@railtelindia.com
Contact: +91-9004073487

Level:2 Contact: Anand Kumar
Position: Dy. General Manager/Marketing
Email: anandnkn@railtelindia.com

Level:3 Contact: Sharad Sharma
Position: General Manager
Email : sharad.sharma@railtelindia.com

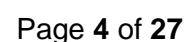
Note:

1. Empaneled partners are required to submit soft copy (password protected PDF) of technical packet through an e-mail at eoι.wr@railtelindia.com, duly signed by Authorized Signatories with Company seal and stamp. **The size of file should not exceed 20 Mb.**
2. The EOI response is invited from eligible **Empaneled Partners of RailTel only.**
3. All the document must be submitted with proper indexing and page no.
4. This is an **exclusive consortium agreement arrangement with empaneled business associate of RailTel for participating in the end customer RFP.** Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected through this EOI (before and after submission of bid to prospective organization by RailTel). This undertaking has to be given with this EOI Response.
5. **Transfer and Sub-letting.** The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Class-A Mini-Ratna Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

Presently, RailTel holds Infrastructure Provider -1, National Long-Distance Operator, International Long Distance Operator and Internet Service Provider (Class-A) licenses underwhich the following services are being offered to various customers:



a) Carrier Services

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

b) Enterprise Services

- Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
- MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 2 Mbps & above
- Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2 Mbps to several Gbps

c) DATA CENTER Infrastructure as a service (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS): RailTel has MeitY empaneled two Tier-III data centres in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications / Hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centres. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

d) High-Definition Video Conference: RailTel has unique service model of providing high-definition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based video conference solution for employees to be productive specially during this pandemic situation.

e) Retail Services – RailWire

RailWire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering &

maintaining broadband services and upto 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving apprx 4,00,000 subscribers on PAN Indian basis. RailTel can provide broadband service across– Government PSU or any organization's officers colonies and residences.

2. Project Background and Objective of EOI

RailTel intends to participate in a tender floated (hereinafter referred as RFP/Tender) by **Navi Mumbai Municipal Corporation (NMMC)** for **Design, Supply/Development, Customization, Implementation, Hosting and Maintenance of Integrated Enterprise Solution for NMMC (Ref No. NMMC/CE/73/ 2022-23 dated 10.06.2022).**

RailTel invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner for participating in above mentioned work as consortium partner for the agreed scope work. The empaneled partner is expected to have excellent execution capability and good understanding customer local environment.

3. Scope of Work

The scope of work will be as mentioned in the tender floated by **Navi Mumbai Municipal Corporation (NMMC)** for **Design, Supply/Development, Customization, Implementation, Hosting and Maintenance of Integrated Enterprise Solution for NMMC (Ref No. NMMC/CE/73/ 2022-23 dated 10.06.2022).** Tender floated by NMMC is attached as Annexure-6 in this EOI document.

The proposed RFP for Design, Supply/Development, Customization, Implementation, Hosting and Maintenance of Integrated Enterprise Solution for NMMC is a comprehensive project which envisages end-to-end computerization and automation of NMMC's functioning. This approach enables NMMC to use data from its various divisions in an integrated and the most optimal way and carry out its functions efficiently and effectively delivering services to its stakeholders

The above scope of work is indicative, and the detailed scope of work is given in the Clause 11 of the customer tender along with latest amendments and clarifications.

In case of any discrepancy or ambiguity in any clause / specification pertaining to scope of work area, the RFP released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/MSA/SLA also included.)

Special Note: RailTel may retain some portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal. Scope of Work and payment terms shall be on a back to back basis as per the end customer RFP.

4. Response to EOI guidelines

4.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English in password protected PDF file through an email (size of email should not exceed 20Mb) to eoι.wr@railtelindia.com.

4.2 RailTel's Right to Accept/Reject responses

RailTel reserves the right to accept or reject any response and annul the bidding process or even reject all responses at any time prior to selecting the partner, without thereby incurring any liability to the affected bidder or Business Associate or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

4.3 EOI response Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.

All pages of the documents shall be signed by the bidder including the closing page in token of his having studied the EOI document and should be submitted along with the bid.

4.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for the period of validity of the Pre-Bid agreement which will be signed with the selected partner.

4.5 Bidding Process

The bidding process as defined in para 9.

4.6 Bid Earnest Money (EMD)

4.6.1 The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favour of "RailTel Corporation of India Limited" along with the offer. This will be called as **EOI EMD**.

4.6.2 Offers not accompanied with valid EOI Earnest Money Deposit shall be summarily rejected.

4.6.3 In case of Business Associate's offer is selected for bidding, a BA has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid as and if applicable) for the bid to RailTel. The selected Business Associate shall have to submit a Bank Guarantee against EMD in proportion to the quoted value/scope of work to RailTel

before submission of bid to end customer as and if applicable.

4.6.4 Return of EMD for unsuccessful Business Associates: EOI EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process (i.e. after pre-bid agreement is signed with the selected partner)

4.6.5 Return of EMD for successful Business Associate: EOI-EMD & Earnest Money Deposit (balance proportionate EMD) if applicable of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 4.7) from Business Associate whichever is later.

4.6.6 Forfeiture of EOI EMD or EOI EMD & EMD (balance proportionate EMD) and or Penal action as per EMD Declaration:

4.6.6.1 The EOI EMD may be forfeited and or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during validity period.

4.7 Security Deposit / Performance Bank Guarantee (PBG)

4.7.1 In case the bid is successful, the PBG of requisite amount proportionate to the agreed scope of the work will have to be submitted to RailTel.

4.7.2 As per work share arrangements agreed between RailTel and Business Associate the PBG will be proportionately decided and submitted by the selected Business Associate.

4.8 Last date & time for Submission of EOI response

EOI response must be submitted to RailTel at the email address specified in the preamble not later than the specified date and time mentioned in the preamble.

4.9 Modification and/or Withdrawal of EOI response

EOI response once submitted will be treated, as final and no modification will be permitted except with the consent of the RailTel.

No Business Associate shall be allowed to withdraw the response after the last date and time for submission.

The successful Business Associate will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful business associate, the Earnest Money Deposit shall be forfeited and all interests/claims of such Business Associate shall be deemed as foreclosed.

4.10 Clarification of EOI Response

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion,

ask the Business Associate for clarification. The response should be in writing and no change in the price or substance of the EOI response shall be sought, offered or permitted.

4.11 Period of Association/Validity of Agreement

RailTel will enter into agreement with selected bidder with detailed Terms and conditions.

5. Pre-Qualification Criteria for Bidding Business Partner of RailTel

Sr. No.	Criteria	Supporting Documents
Bidder Registration		
PQ-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 a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008, all as amended from time to time. The company/firm should have been in operations for at least three years from the release date of this RFP	Certificate of Incorporation or Copy of the partnership deed/ instrument of partnership or a Copy of LLP agreement and any other supporting document to support PQ 1
Empanelment		
PQ-2	The Bidder must be an empaneled Business Associate of RailTel	Documentary proof of empanelment.
Professional Strength and Experience		
PQ-3	The Bidder should have a valid CMMi level 3 or above certification as on bid submission date.	Copy of Valid Certificate
PQ-4	<p>The Bidder should have been engaged in at least the following number projects in ULBs/Central Govt. /State Dept. /PSUs in India in last 5 years (FY 16-17, FY 17-18, FY 18-19, FY 19-20 and FY 20-21)</p> <p>1. One Project worth 18 Cr</p> <p>OR</p> <p>2. Two Projects, each worth 12 Cr</p> <p>OR</p> <p>3. Three Projects, each worth 9 Cr</p> <p>The Bidder's scope of work in each of the above Projects shall include (a) and any one of (b), (c), or (d) components: Software Development, Customization and Implementation.</p>	<p>Copy of Work Order OR Completion Certificate from the client OR Substantially Completed Certificate (for ongoing projects) from the client OR **Self-Certificate of Completion (Certified by the Statutory Auditor)</p> <p>Either of the above documents should clearly</p>

	b. Hardware procurement, deployment and commissioning c. Data Centre or Disaster Recovery Site setup or Server(s) deployment and commissioning d. Operations and maintenance of IT infrastructure/ Software Solution	mention the following: 1. Work Order date 2. Value of the project 3. Scope of Work
Blacklisting		
PQ-5	Bidder should not be terminated/blacklisted and/or barred by any government agency/undertaking and/or by any of the competent courts for any default at time of submission of bid (last 3 three years)	Affidavit as per format given in the tender

6. Evaluation- Technical

S.N.	Criteria	Basis of Valuation	Maximum Marks	Supporting documents
A	Financial & Professional Strength		35	
A1	The Bidder should have at least 30 resources having prior experience in software development, implementation, maintenance, networking, etc. in its payroll as on bid submission date.	<ul style="list-style-type: none"> • More than or equal to 30 and less than or equal to 50 resources: 5 Mark • More than 50 and less than or equal to 75 resources: 10 Marks • More than 75 resources: 15 Marks 	15	Certificate from HR Head on company letterhead
A2	Quality Certification for Bidder	<ul style="list-style-type: none"> • CMMi Level 3: 5 mark or • CMMi Level 5: 10 Marks • ISO 20000-1/ ISO 27001: 10 Marks 	20	Copy of Valid Certificates
B	Relevant Experience		45	

B1.	<p>The Bidder should have been engaged in at least the following number projects in ULBs with 10 lakhs and more population in India in last 5 years (FY 16-17, FY 17-18, FY 18-19, FY 19-20 and FY 20-21)</p> <p>The Bidder's scope of work in each of the above Projects shall include (a) and any one of (b), (c), or (d) components:</p> <p>a. Software Development, Customization and Implementation.</p> <p>b. Hardware procurement, deployment and commissioning</p> <p>c. Data Centre or Disaster Recovery Site setup or Server(s) deployment and commissioning</p> <p>d. Operations and maintenance of IT infrastructure/ Software Solution</p>	<p>• 2 ULBs: 10 marks</p> <p>More than 2 and less than or equal to 4 ULBs: 15 Marks</p> <p>• More than 4ULBs: 20 Marks</p>	20	<p>Copy of Work Order/Letter of Intent</p> <p>OR</p> <p>Completion Certificate from the client</p> <p>OR</p> <p>Substantially Completed Certificate (for ongoing projects) from the client</p> <p>OR</p> <p>Self-Certificate of Completion (Certified by the Statutory Auditor)</p>
B2	<p>The Bidder should have experience in development /customization and implementation of the following modules in India in last 5 years (FY 16-17, FY 17-18, FY 18-19, FY 19-20 and FY 20-21 for the proposed Integrated Enterprise solution.</p> <ol style="list-style-type: none"> 1. Financial Accounting 2. Property Tax 3. Water Billing 4. Grievance Redressal 5. Citizen Facilitation Centre 6. Works Management 7. HR and Payroll 8. Social Schemes 	<p>No experience in the proposed Modules Integrated Enterprise Solution = 0 Marks</p> <p>• More than or equal to 1 and Less than or equal to 3 modules: 5 Marks</p> <p>• More than 3 and Less than or equal to 5 modules: 10 Marks</p> <p>• More than 5 and Less than or</p>	25	<p>Copy of Work Order /LOI</p> <p>OR</p> <p>Completion Certificate from the client</p> <p>OR</p> <p>Substantially Completed Certificate (for ongoing projects) from the client</p> <p>OR</p> <p>e. Self Certificate of Completion (Certified by the Statutory Auditor)</p>

		equal to 7 modules: 15 Marks • All 8 modules: 25 Marks		
C	Key Resource Profile		20	
Onsite Team (Please refer below table for minimum qualifications)				
C1.	Project Manager	Should be qualifying the minimum qualification criteria. Minimum Experience – 15 Years BE/B. Tech + MBA Experience of Managing Integrated Enterprise Solution implementation Projects as Onsite Project manager in Government/PSU /ULB: • 1 project: 2 marks • 2 Projects: 6 marks • More than 2 Projects: 10 Marks	10	CV
Offshore team (Please refer below table for minimum qualifications)				
C2.	Solution Architect	Minimum Experience – 12 Years BE/B. Tech + MTech/MBA Should be qualifying the minimum qualification criteria. Experience in Solution Design	10	CV

		of Integrated Enterprise Solution Implementation. • 1 project: 2 marks • 2 Projects: 6 marks • More than 2 Projects: 10 Marks		
--	--	--	--	--

7. Mandatory Annexures

1.	Annexure 1	Covering Letter: Self-certification duly signed by authorized signatory on company letter head.
2	Annexure 2	The Bidder should agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted. Self-certification duly signed by authorized signatory on company letter head.
3	Annexure 3	Authorization letter from OEM
4	Annexure-4	Format for Affidavit to be uploaded by BA along with the tender documents.
5	Annexure-5	Non-disclosure agreement with RailTel.
6	Power of Attorney	Power of Attorney and Board Resolution in favour of one of its employees who will sign the Bid Documents.
7	Functional Requirement Specifications	As per Annexure-9 of the tender.

8. Bidder's Profile

The bidder shall provide the information in the below table:

S. No.	ITEM	Details
1.	Full name of bidder's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and email Address	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7.	GST Registration number	

9. Evaluation Criteria

7.1 The Business Associates are first evaluated on the basis of the Eligibility Criteria as per clause 5 above.

7.2 The Business Associate who fulfills the Eligibility criteria shall be further evaluated on the basis of Technical Evaluation as per clause 6. The total Technical score of bidder will be termed "X".

7.3 The Business Associate shall submit their quote as per the format provided in Annexure 4, Format – 1 & 2 of the tender.

7.4 The financial score of the bidder shall be computed as below:

Financial Score (Y)=	Lowest Offer quoted by a bidder
	Offer quoted by respective bidder

7.5 The composite score(S) will be calculated as X+Y.

7.6 The Bidder securing the highest composite score (S) will be shortlisted for participation in the tender.

7.7 RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the Business associate as per RailTel policy for shortlisting partner against this EOI.

7.8 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

10. Other Terms and Conditions

Any other terms and conditions in relation to SLA, Payments, PBG etc. will be as per the RFP of the end customer.

Note: Depending on RailTel's business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid.

Annexure 1: Format for COVERING LETTER

COVERING LETTER (To be on company letter head)

Eol Reference No:

Date :

To,

RailTel Corporation of India Ltd.
Western Railway Microwave
complex, Senapati Bapat Marg,
Mahalaxmi, Mumbai 400013

Dear Sir,

SUB: Participation in the Eol process

Having examined the Invitation for Eol document bearing the reference number _____ released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for Eol document.

If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for Eol document.

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for Eol document, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our Eol is liable to be rejected.

We hereby Submit EMD amount of Rs. _____ issued vide _____ from Bank _____.

Authorized Signatory

Name

Designation

Annexure 2: Format for Self-Certificate & Undertaking

Self-Certificate (To be on company letter head)

Eol Reference No:

Date:

To,

RailTel Corporation of India Ltd.
Western Railway Microwave
complex, Senapati Bapat Marg,
Mahalaxmi, Mumbai 400013

Dear Sir,

Sub: Self Certificate for Tender, Technical & other compliances

- 1) Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
- 2) We _____ agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected BA after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected BA fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected BA.
- 3) We agree to abide by all the technical, commercial & financial conditions of the end customer's RFP for the agreed scope of work for which this EOI is submitted.
- 4) We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end to end requirement mentioned in the end customer's RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. We also undertake to submit MAF and other documents required in the end Customer organization tender in favour of RailTel against the proposed products.
- 5) We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's RFP terms and conditions like technical certificates, OEM compliance documents.

- 6) We understand and agree that RailTel is intending to select a BA who is willing to accept all terms & conditions of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.
- 7) We hereby agree to submit that in case of being selected by RailTel as BA for the proposed project (for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.
- 8) We hereby undertake to sign Pre Bid Agreement and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.

Authorized Signatory

Name & Designation

Annexure 3: Authorization Letters from OEMs

Date: dd/mm/yyyy

To

Navi Mumbai Municipal Corporation
Plot 1 & 2, Near Killa Junctions,
Palm Beach Road, Sector-15A,
CBD Belapur-400614

Sub: Authorization Letter to M/s RailTel Corporation of India Limited for the participation in the bid for "Design,Supply/Development, Customization, Implementation, Hosting and Maintenance of Integrated Enterprise Solution for NMMC for five years"

Ref : NMMC/CE/73/ 2022-23

Dated <DD/MM/YYYY>

Sir,

We _____, (name and address of the manufacturer) who are established and reputed manufacturers of _____ having factories at _____ (address) 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 4: Format of Affidavit

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. The paper has to be in the name of the BA) **

I..... (Name and designation)** appointed as the attorney/authorized signatory of the BA (including its constituents),
M/s.....(hereinafter called the BA) for the purpose of the EOI documents for the work of as per the EOI No. of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

1. I/we the BA (s), am/are signing this document after carefully reading the contents.
2. I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtelindia.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA)**and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT
SEAL AND SIGNATURE
OF THE BA

VERIFICATION

I/We above named EOI do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE
OF THE BA

Place:

Dated:

****The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by BA. Attestation before Magistrate/Notary Public.**

Annexure-5: Non-Disclosure Agreement (NDA) Format

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "**Agreement**") is made and entered into on this ____ day of ____, 2021 (the "**Effective Date**") at _____.

By and between

RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023, (hereinafter referred to as '**RailTel**'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

And

_____) (CIN: _____), a company duly incorporated under the provisions of Companies Act, _____ having its registered office at _____, (hereinafter referred to as '**_____**'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

RailTel and _____ shall be individually referred to as "Party" and jointly as "Parties"

WHEREAS, RailTel and _____, each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non-technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists, inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the "**Information**");

WHEREAS, the Parties have initiated discussions regarding a possible business relationship for _____.

WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such disclosing capacity, the "**Disclosing Party**") to the other Party (each Party, in such receiving capacity, the "**Receiving Party**") subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the receipt of certain Information, and the mutual promises made in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

Permitted Use.

Receiving Party shall:

hold all Information received from Disclosing Party in confidence;

use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and

restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "**Representatives**") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

The restrictions on Receiving Party's use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate:

is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;

at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;

is approved for release by written authorization of Disclosing Party; or

is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

(c) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential

Information of a like nature from unauthorised disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

Designation.

Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:

written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or

oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

Cooperation. Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.

Ownership of Information. All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby. Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

No Obligation. Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.

Return or Destruction of Information.

All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:

termination of this Agreement;

expiration of this Agreement; or

Receiving Party's determination that it no longer has a need for such Information.

Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof) have been destroyed.

Injunctive Relief: Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement

Notice.

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:

by personal delivery, when delivered personally;

by overnight courier, upon written verification of receipt; or

by certified or registered mail with return receipt requested, upon verification of receipt.

Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

RailTel Corporation of India limited:

Attn: _____

Address: _____

Phone: _____

Email: _____

_____:

Attn: _____

Address: _____

Phone: _____

Email: _____

Term, Termination and Survivability.

Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of _____ years from the effective date hereof.

Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other

party not less than 30 days' written notice of such termination.

Notwithstanding the foregoing clause 9(a) and 9 (b) , Receiving Party agrees that its obligations, shall:

In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and

not apply to any materials or information disclosed to it thereafter.

Governing Law and Jurisdiction. This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.

Counterparts. This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement

No Definitive Transaction. The Parties hereto understand and agree that no contract or agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "**Final Agreement**"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.

Settlement of Disputes:

The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi.

The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

CONFIDENTIALITY OF NEGOTIATIONS

Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

REPRESENTATION

The Receiving Party acknowledges that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of any of the Confidential Information furnished by or on its behalf. Nothing in this clause operates to limit or exclude any liability for fraudulent misrepresentation.

ASSIGNMENT

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

EMPLOYEES AND OTHERS

Each Party shall advise its Representatives, contractors, subcontractors and licensees, and shall require its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the

Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

NO LICENSE

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

RELATIONSHIP BETWEEN PARTIES:

Nothing in this Agreement or in any matter or any arrangement contemplated by it is intended to constitute a partnership, association, joint venture, fiduciary relationship or other cooperative entity between the parties for any purpose whatsoever. Neither party has any power or authority to bind the other party or impose any obligations on it and neither party shall purport to do so or hold itself out as capable of doing so.

20: UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)

_____ agrees and acknowledges that _____, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. _____ shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, _____ shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

MISCELLANEOUS. This Agreement constitutes the entire understanding among the Parties as to the Information and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by its authorized representative. The failure or delay of any Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. The rights, remedies and obligations set forth herein are in addition to, and not in substitution of, any rights, remedies or obligations which may be granted or imposed under law or in equity.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

_____:

RailTel Corporation of India Limited:

By _____

By _____

Name:

Name:

Title:

Title:

Witnesses

Annexure-6 Tender floated by NMMC



2022


Request for Proposal

Tender No. NMMC/CE/73/ 2022-23

**For: Navi Mumbai Municipal
Corporation**

**Design,
Supply/Development,
Customization,
Implementation,
Hosting and
Maintenance of
Integrated Enterprise
Solution for NMMC**

Invitation For Proposal

	नवी मुंबई महानगरपालिका	Navi Mumbai Municipal Corporation
	प्लॉट नं. 1 व 2, गोवर्धनी चौक, सेक्टर -15ए, सी.बी.डी., बेलापूर नवी मुंबई - 40614 दुरध्वनी क्र. : 27567001/27567002	Plot No. 1 & 2, Govardhani chowk, Sec.15A, C.B.D., Belapur, NAVI MUMBAI - 400 614. TEL. No. : 27567001/27567002

शहर अभियंता विभाग

निविदा सुचना क्र.श.अ./७३/२०२२-२३

नवी मुंबई महानगरपालिका नोंदणीकृत व अनुभवी कंत्राटदाराकडून खालील कामाकरीता Online

निविदा मागवित आहे. सदर कामाचा तपशील खालीलप्रमाणे आहे.

अ. क्र.	कामाचे नांव	अंदाजित रक्कम रु.	इसारा रक्कम रु.	कोऱ्या निविदेची रक्कम रु.	कामाचा कालावधी
1.	नमुंमपाच्या विविध विभागाच्या दैनंदिन कामाकरिता इंन्टेग्रेटेड इंटरप्राईज सोल्युशन विकसित करून देखभाल व दुरुस्ती करणे.	22,62,75,000/-	11,32,000/-	3,540/-	9 महिने

निविदा पुस्तीका ई-टेंडरींग संगणक प्रणालीच्या <https://nmmc.etenders.in> या संकेतस्थळावर व
नमुंमपाच्या <https://www.nmmc.gov.in> या संकेतस्थळावर प्राप्त होतील. निविदेचे सादरीकरण खाली
नमुद केलेल्या तक्त्याप्रमाणे <https://nmmc.etenders.in> या संकेतस्थळावर ऑनलाईन करावयाचे आहे.

ई-निविदा प्रसिध्दीच्या तपशील


ई-निविदा विक्री व भरणे (upload) कालावधी	दिनांक 10/06/2022, सकाळी 10.00 पासून दिनांक 04/07/2022, रोजी दुपारी 3.00 वाजेपर्यंत
ई-निविदा पूर्व बैठक दिनांक	दिनांक 21/06/2022, दुपारी 4.00 वाजता
ई-निविदा उघडण्याचा दिनांक	दिनांक 04/07/2022, दुपारी 4 वाजता शक्य झाल्यास

निविदाकारांनी कोरी निविदा फॉर्म फी (GST सह), इसारा अनामत रक्कम व सेवाशुल्क ऑनलाईन
पेमेंटद्वारे भरावयाचे आहे. वरील नमुद शुल्क निविदाकारांच्या कोणत्याही बँकेचे डेबीट/क्रेडिट कार्ड अथवा
नेट बँकींग द्वारे भरणे करता येईल. निविदा फॉर्म फी शुल्क नमुंमपाच्या लेखा विभागात स्विकारले
जाणार नाही, याची निविदाकारांनी नोंद घ्यावी.

कोणतीही निविदा स्विकारणे अथवा नाकारण्याचा अधिकार मा. आयुक्त, नवी मुंबई
महानगरपालिका यांनी राखून ठेवलेला आहे.

(संजय देसाई)

शहर अभियंता

	नवी मुंबई महानगरपालिका	Navi Mumbai Municipal Corporation
	प्लॉट नं. 1 व 2, गोवर्धनी चौक, सेक्टर -15ए, सी.बी.डी., बेलापूर नवी मुंबई - 4 0 6 1 4 दुरध्वनी क्र. : 27567001/27567002	Plot No. 1 & 2, Govardhani chowk, Sec.15A, C.B.D., Belapur, NAVI MUMBAI - 400 614. TEL. No. : 27567001/27567002

CITY ENGINEERING DEPARTMENT

Tender Notice No. NMMC/CE/73/2022-23

अ. क्र.	Name of Work	Estimate Cost	Earnest Money Deposit. (Rs)	Blank Tender Cost (Rs.)	Work Period
1.	Design, Supply/Development, Customization, Implementation, Hosting and Maintenance of Integrated Enterprise Solution for NMMC	22,62,75,000/-	11,32,000/-	3,540/-	9 Months

For detail information, enquiry and the prescribed blank tender forms please visit
our website, <https://www.nmmc.gov.in> and <https://nmmc.etenders.in>

Please note Commissioner of NMMC reserves all rights of accepting or rejecting
any or all the received tenders at its sole direction without assigning any reason
whatsoever.

(Sanjay Desai)
City Engineer
Navi Mumbai Municipal Corporation

Disclaimer

- Navi Mumbai Municipal Corporation (herein after referred to as NMMC or 'NMMC') has issued this Request for Proposal (hereinafter referred to as "RFP") for Design, Supply/Development, Customization, Implementation, Hosting and Maintenance of Integrated Enterprise Solution for NMMC on such terms and Conditions as set out in this RFP document, including but not limited to the Technical Specifications set out in different parts of this RFP document.
- This RFP has been prepared with an intention to invite prospective Applicants/Bidders and to assist them in making their decision of whether or not to submit a proposal. It is hereby clarified that this RFP is not an agreement, and the purpose of this RFP is to provide the bidder(s) with information to assist them in the formulation of their proposals. This RFP document does not purport to contain all the information bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for NMMC to consider the investment objectives, financial situation, and particular needs of each bidder.
- NMMC has taken due care in preparation of information contained herein. However, this information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not solely rely on the information contained in this RFP in submitting their Proposal. This RFP includes statements, which reflect various assumptions and assessments arrived at by NMMC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.
- This RFP is not an agreement by and between NMMC and the prospective bidders or any other person. The information contained in this RFP is provided on the basis that it is non-binding on NMMC, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. NMMC makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RFP document. Each Bidder is advised to consider the RFP document as per his understanding and capacity. The bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP

document before bidding. Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. Bidders are also requested to go through the RFP document in detail and bring to notice of NMMC any kind of error, misprint, inaccuracies, or omission in the document. NMMC reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. NMMC also reserves the right to decline to discuss the Project further with any party submitting a proposal.

- No reimbursement of cost of any type will be paid to persons, entities, or consortiums submitting a Proposal. The Bidder shall bear all costs arising from, associated with, or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NMMC, or any other costs incurred in connection with or relating to its Bid.
- This issue of this RFP does not imply that NMMC is bound to select and pre-qualify Bids for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the project and NMMC reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
- NMMC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
- NMMC, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this RFP or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to be part of this RFP or arising in any way with eligibility of Bidder for participation in the Bidding Process) towards any Applicant or Bidder or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.
- NMMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statement contained in this RFP.

Interested parties, after careful review of all the clauses of this 'Request for Proposal', are encouraged to send their suggestions in writing to NMMC. Such suggestions, after review by NMMC, may be incorporated into this 'Request for Proposal' as a corrigendum which shall be uploaded onto the e-tendering website and NMMC website: nmmc.etenders.in

Table of Contents

Invitation For Proposal	2
Disclaimer	4
LIST OF ABBREVIATIONS	15
Key Terms	17
1. About NMMC	21
1.1. Organizational Overview.....	21
1.2. Current IT landscape of NMMC	21
1.3. IT hardware and networking infrastructure	23
2. Invitation for Proposal	23
2.1. Key Events and Dates	25
2.2. Other Important Information Related to Bid.....	26
2.3. Consortium conditions.....	27
2.4. RFP document Fees.....	28
2.5. Earnest Money Deposit.....	28
2.6. Contact Details	30
2.7. Pre-Bid Conference	30
2.8. Supplementary Information/ Corrigendum/ Amendment to the RFP.....	31
2.9. Completeness of Response	32
2.10. Proposal Preparation Cost	32
2.11. Right to termination.....	32
2.12. Authentication of Bids.....	32
2.13. Interlineation of bids.....	33
2.14. Late Bids	33
2.15. Patent Claim	33
2.16. Intellectual Property Rights	33
3. Bid Submission Instructions.....	34
3.1. Online Bid Submission.....	34
3.2. Pre-Qualification – Envelope A	35
3.3. Technical Proposal – Envelope B	36
3.4. Commercial proposal – Envelope C	36
3.5. Validity of proposal	37

3.6.	Corrections errors in Commercial proposal.....	37
3.7.	Price and information	38
3.8.	Discount	38
3.9.	Language	39
3.10.	Conditions under which RFP is issued.....	39
3.11.	Right to the content of proposal.....	40
3.12.	Non- conforming proposal	40
3.13.	Disqualification.....	40
3.14.	Acknowledgement of understanding.....	41
3.15.	Site visit by Bidder.....	41
3.16.	OEM Participation Criteria	42
4.	Bid Opening and Evaluation Process.....	42
4.1.	Bid Evaluation Committee	42
4.2.	Overall Evaluation Process.....	43
4.3.	Evaluation – Prequalification (Envelope A).....	43
4.4.	Evaluation- Technical (Envelope B).....	47
4.5.	Evaluation- Commercial.....	57
4.6.	Composite Score of the Bidders.....	58
4.7.	Special Conditions for Evaluation	58
5.	Award of Contract.....	59
5.1.	Award Criteria	59
5.2.	Agreement Extension.....	59
5.3.	Right to accept any Proposal and to reject any or all Proposals.....	59
5.4.	Notification of Award.....	60
5.5.	Conditions Precedent of the Bidder.....	60
5.6.	Extension of time for fulfillment of Conditions Precedent	60
5.7.	Non-fulfillment of the Bidder’s Conditions Precedent	60
5.8.	Performance Bank Guarantee.....	61
5.9.	Signing of Contract.....	62
5.10.	Failure to agree with Terms and Conditions of this RFP	62
6.	Project initiation.....	62
6.1.	Overview	62
6.2.	Agreement Owners	62

6.3.	Contact List.....	63
6.4.	Commencement and Duration of the Contract	63
6.5.	Statutory Requirements.....	64
6.6.	Bidder's Obligations	64
6.7.	NMMC's Obligations	65
6.8.	Bidder's Team	65
6.9.	Access to NMMC's or its nominated Agencies' Premises	66
7.	Project Management.....	68
7.1.	Approvals and Required Consents	68
7.2.	Reporting Progress.....	68
7.3.	Notices	69
7.4.	Commencement and Duration of Service Level Agreement	70
7.5.	Use and Upkeep of Assets.....	70
7.6.	Insurance.....	72
7.7.	Change of Quantities	73
7.8.	Contract Amendments.....	73
7.9.	Ownership of Equipment	73
8.	Project Acceptance.....	73
8.1.	Audit, Access and Reporting	73
8.2.	Verification.....	74
8.3.	Acceptance Criteria.....	74
8.4.	Final testing and certification	75
9.	Terms of Payment Schedule	76
9.1.	Payment Terms	76
9.2.	Invoicing and Settlement	76
9.3.	Additional Costs	77
9.4.	Currency of Payment	78
9.5.	Taxes and Statutory Payments.....	78
9.6.	Liquidated Damages.....	78
9.7.	Payment Model & Schedule.....	79
10.	Project Introduction.....	80
10.1.	Need for the Project.....	80
10.2.	Vision, Goals and Objective of the Project.....	81

10.2.1.	Vision.....	81
10.2.2.	Goals of the Project.....	81
10.2.3.	Objectives of the Project.....	81
10.2.4.	Stakeholders of Project.....	83
10.3.	Roles & responsibilities of the stakeholders.....	86
10.3.1.	System Integrator.....	86
10.3.2.	Navi Mumbai Municipal Corporation	87
10.3.3.	Project Management Consultant	87
10.4.	Project Approach	89
10.5.	Key Features.....	89
11.	Detailed Scope of Work.....	93
11.1.	Scope of Project	93
11.2.	IT software and applications for service delivery and operations	99
11.3.	Functional coverage	100
11.3.1.	Communication channels and communication devices	100
11.4.	Application Customization and Implementation	101
11.4.1.	Business Requirement and process study	102
11.4.2.	Develop / Supply, Installation, Configuration & Customization	104
11.4.3.	Application Testing.....	109
11.4.4.	Quality Review and Security Audit.....	113
11.4.5.	Data Digitization and Migration	114
11.4.6.	Data Migration Requirements	114
11.4.7.	Scope of Data migration.....	115
11.4.8.	Methodology of Data Migration	115
11.4.9.	Additional Guidelines for Data Migration	116
11.4.10.	Data Quality	117
11.4.11.	Project and Product Documentation	117
11.5.	Training and Capacity Building.....	119
11.5.1.	Training and Capacity Building Requirements	119
11.5.2.	Training and Capacity Building.....	119
11.6.	User Support and Maintenance of IES for 5 years	122
11.6.1.	Application Monitoring and Compliance to SLAs.....	122
11.6.2.	Application Support and integration with future systems.....	123

11.6.3.	Contingency Plans for Application & Data Recovery	123
11.6.4.	Bugs / Fixes Management	124
11.6.5.	Software Change and Version Control	124
11.6.6.	Maintenance of Configuration Information & System documentation	126
11.6.7.	IT Refresh Policy	126
11.6.8.	Hardware Upgrades and Software Updates	127
12.	Cloud hosting and Integration	128
12.1.	Hosting the Solution	128
12.2.	DC DR Automation	128
12.3.	DR Drill	131
12.4.	Annual Maintenance Contract	132
12.5.	Annual Technical Service (ATS)	132
13.	Key Personnel Requirements for Project Delivery	134
14.	Deliverables & Timelines	136
15.	Detailed Service Levels	137
15.1.	Definitions	137
15.2.	Commencement and Duration of SLA	138
15.3.	Interpretation & General Instructions	138
15.4.	Implementation Service Level	139
15.5.	Operation Service Level	140
15.5.1.	Violations and Associated Penalties	141
15.5.2.	Operation and Maintenance Systems	142
15.5.3.	Client Site Availability	143
15.5.4.	Client Site IES Application Performance	143
15.5.5.	Handholding Support: Application Support	155
15.5.6.	Help Desk	157
15.5.7.	Performance Review	159
16.	Change Control Schedule	160
17.	Governance Schedule	162
18.	General Conditions of Contract	164
18.1.	Governing Law	164
18.2.	Settlement of Disputes	164
18.3.	Taxes and Duties	165

18.4.	Confidential Information.....	165
18.5.	Change in Laws and Regulations.....	165
18.6.	Force Majeure	166
18.7.	Termination.....	166
18.8.	Assignment.....	167
18.9.	Power to waive Fines	167
18.10.	All other laws to be applicable.....	168
18.11.	Forfeiture of Security Deposit:.....	168
18.12.	Return of Security Deposit:	168
18.13.	Confidentiality:.....	168
18.14.	Disputes & Arbitration:	169
18.15.	Mode of serving Notice:.....	169
18.16.	Publicity:.....	170
18.17.	Governing language:	170
18.18.	Law:	170
18.19.	Legal Jurisdiction:.....	170
18.20.	Stamp duty:	170
18.21.	Limitation of liability:	170
18.22.	Indemnification:	171
18.23.	Subcontracting:	171
18.24.	Exit management:	171
18.24.1	Exit Management Purpose:.....	171
18.24.2	Confidential Information, Security and Data:	171
18.24.3	Rights of Access to Information	172
18.24.4	Exit Management Plan:	172
18.25.	Intellectual Property Rights:	173
18.25.1	Products and fixes:.....	173
18.25.2	Bespoke development:	174
18.25.3	Pre-existing work:	174
18.25.4	Residuals:	174
18.25.5	Warranty:	175
19.	Miscellaneous	176
19.1.	Personnel:	176

19.2.	Independent Contractor:	177
19.3.	Trademarks, Publicity:.....	177
19.4.	Severability and Waiver:	178
19.5.	Compliance with Applicable Law:	178
19.6.	Professional Fees:	179
19.7.	Ethics:.....	179
19.8.	Entire Agreement:.....	179
19.9.	Amendment:	179
20.	Annexure 1: Request for Clarification	181
21.	Annexure 2: Pre-qualification Proposal	182
21.1.	Section 1: Covering Letter and Checklist.....	182
	Covering Letter (To be submitted on the letterhead of the bidder)	182
	Company Profile.....	183
21.2.	Section 2: Financial Details of the Bidder	188
21.3.	Section 3: Product Implementation Experience of the Bidder	189
21.4.	Section 4: Project Citation Format.....	190
21.5.	Section 5: Affidavit	191
21.6.	Section 6: Format for Power of Attorney for Signing of Bid	193
21.7.	Section 7: Format for Not being Terminated/ Blacklisted/Barred (to be submitted by all members of Consortium)	196
22.	Annexure 3: Technical Proposal Covering Letter.....	197
	Technical Proposal Checklist.....	198
22.1.	Technical Proposal Evaluation	201
	Form A: Details of Projects related to Implementation done during last 5 years	201
	Form B: Compliance to Implementation of modules done during last 5 years	202
	Form C: Project Citation Format	203
	Form D: Approach & Methodology proposed for performing the Assignment	204
	Form E: Curriculum Vitae (CV) Format to be submitted for each proposed personnel	205
	Form F: Summary of Information on Proposed Experts of Module Experts	208
23.	Annexure 4: Format for commercial proposal.....	209
23.1.	Guidelines for Preparing Financial Proposal [Envelope C].....	209
23.2.	Format 1: Commercial Proposal Covering Letter	212
23.3.	Format 2: Details for Financial Proposal	214

24. Annexure 5: Format for Performance Bank Guarantee	226
25. Annexure 6: Format for Change Control Note	230
26. Annexure 7: Format for Joint Consortium Agreement.....	233
27. Annexure 8: Proposed NMMC Users	238
28. Format for Authorization Letters from OEMs	239
29. Annexure 9: Functional Requirement Specifications.....	241
29.1. Property Tax Module	242
29.2. Water Tax Management	266
29.3. Works Management	275
29.4. Financial Management Module	285
29.5. Material Management Module.....	298
29.6. Land & Estate Management.....	302
29.7. Building Plan Management System	306
29.8. Central Workshop Module.....	317
29.9. Mobile App.....	318
29.10. HR & Payroll Management.....	320
29.11. Municipal Secretary Module and Agenda Management	329
29.12. Web-Portal and Mobile Application	331
29.13. Asset Management	336
29.14. Solid Waste management	338
29.15. CFC System	340
29.16. Enterprise Workflow Management	341
29.17. Grievance Module.....	344
29.18. ULB Dashboard.....	347
29.19. Business Intelligence Module	350
29.20. Survey Database Creation	360
29.21. Online Services.....	361
30. Annexure: Draft Non-Disclosure Agreement	365
31. Affidavit Formats	371
32. Draft Agreement format.....	375

LIST OF ABBREVIATIONS

Abbreviations and Acronyms	Description
API	Application Programming Interface
CCN	Change Control Notice
CMMi	Capability Maturity Model Integration
COTS	Commercial Off the Shelf Solution
CSP	Cloud Service Provider
DC	Data Centre
DMS	Document Management System
DRC	Disaster Recovery Centre
EMD	Earnest Money Deposit
GoI	Government of India
GIS	Geographical information system
IES	Integrated Enterprise Solution
ISO	International Organization for Standardization
LDAP	Lightweight Directory Access Protocol
LOI	Letter of Intent
MIS	Management Information System
OEM	Original Equipment Manufacturer
NMMC	Navi Mumbai Municipal Corporation

Abbreviations and Acronyms	Description
SA	Services Agreement
PBG	Performance Bank Guarantee
RFP	Request for Proposal
SLA	Service Level Agreement
TCV	Total Contract Value
TDS	Tax Deducted at Source
UAT	User Acceptance Testing
GST	Goods Service Tax
RTO	Recovery Time Objective (defined to 6 Hours for this project)
RPO	Recovery Point Objective (defined to 2 Hours for this project)

Key Terms

Term	Definition
Acceptance	Acceptance of the proposed solution by NMMC after clearance by the 'Third Party Assessment and Acceptance Agency' deployed by NMMC.
Assets	<p>All Assets used in providing Services in accordance with this SA and shall include:</p> <ul style="list-style-type: none"> a. IT and Non-IT Infrastructure including Hardware. Software, System software required for delivery of Services under the Project b. All data, documentation, reports, records, source code etc. created during the course of the Project for the purpose of the Project c. All upgrades/ enhancements and improvements to the above Assets
Auditor	Auditor shall mean the Statutory Auditor of a company
Bid/ Proposal	This means the documents in their entirety comprising of the pre-qualification Proposal, Technical and Commercial Proposal, clarifications to these, technical presentation/ demo submitted by the Bidder, the Bidder herein, in response to the RFP, and accepted by NMMC
Bidder(s)	Eligible, reputed, qualified IT entities or Consortium of these with strong technical and financial capabilities for Design, Supply/Development, Customization, Implementation, Hosting and Maintenance of Integrated Enterprise Solution for NMMC who may be responding to this RFP.
Business Day	This means any day that is not a Sunday or a public holiday (as declared by Government of Maharashtra).
Cloud/ Cloud Services	This means a ubiquitous, virtualized, dynamically scalable, pay-per-use shared computing environment of application, platform, and infrastructure (servers, storage, processing) used to store, manage, and process data over the internet.

Term	Definition
	<p>Cloud Services shall implicitly mean both Data Center and Disaster Recovery Center/ Near Disaster Recovery Center hosted on a highly secure Government Community Cloud as defined under MeiTy Guidelines.</p> <p>This should not be interpreted as a managed hosted or privately managed physical IT Infrastructure dedicated for NMMC's IES, outside the premises of NMMC.</p>
Consortium	This means a partnership or association or a temporary alliance of two or more business firms, companies or agencies that are separate legal entities formed specifically for the purpose of this Project. Both entities in the Consortium have a substantive role in the conduct of the planned Project and do not merely serve as a conduit of funds to other entity. Consortium excludes any tie-up done with OEMs for the purpose of this Project.
Contract / Project Period	The time period from date of signing of Contract with selected Bidder till 5 Years after Go-live of the Project or as further extended by NMMC.
Day	A period of 24 hours running from midnight to midnight. It means "calendar day" unless otherwise stated. Where, because of a difference in time zone, the calendar day in one country differs from another country then the calendar day shall be deemed to be the calendar day applicable to India.
Deliverables	The documents, milestones and activities related to the setting up and operations of Project in NMMC, as defined in the RFP.
EMD/ Bid Security	This refers to the amount to be deposited by the Bidders to NMMC to demonstrate commitment and intention to complete the process of selection of Bidder for implementation of ERP in NMMC.
End of Contract	This refers to the time when the Contract Period has ended.
External Users	This refers to users of the System who are external to NMMC such as Citizens, businesses, agencies

Term	Definition
Go-live	The date as declared by NMMC on which the proposed solution becomes operational after successful conclusion of all acceptance tests to the satisfaction of NMMC or as provided in this RFP. Planned date of Go-live is 9 months from the date of signing of Contract
Government Services	Services that are offered by NMMC or any of their agencies/ undertakings, through any of the service delivery channels as outlined in this RFP
Internal Users	This refers to users of the System who are internal to NMMC including its offices, and agencies and their employees etc.
Letter of Intent	This refers to the letter issued by NMMC to the successful Bidder indicating its selection as the Bidder for implementation of the Project
Net-worth	Paid-up share capital + Reserves and surpluses (excluding Revaluation Reserves) – Preliminary and pre-operative expenditure, accumulated losses and miscellaneous expenditure to the extent not written off, as per the annual report and as adjusted with any qualifications in the auditors' report.
RFP/ Tender	This means the Request for Proposal released, containing the technical, functional, commercial, and operational specification for the implementation of IES, issued in this RFP and including all clarifications/addendums, explanations and amendments issued by NMMC in respect thereof
Sign-off	A written documentation issued by NMMC evidencing the acceptance, approval, or completion, as the case may be, of any Deliverable including any documentation or testing or any stage of the Project such as Go-Live, that may be required in terms of the Contract
System Integration	Process through which the engaged business entity (firm/company) will design and build computing systems customized to the needs of NMMC as stated in this RFP by combining communication infrastructure, hardware, and software products from one or more vendors. The hardware and software

Term	Definition
	products may be new or existing systems and may be built afresh from scratch or packaged products.
Bidder	“Bidder” means the company or Consortium with whom the Contract has been entered into for providing services as specified in this RFP and shall be deemed to include the Bidder's successors, partners (in case of Consortium), representatives (approved by NMMC), their executors, and administrators and permitted assigns, as the case may be, unless excluded by the terms of the Contract
Bidder's Representative	The person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision, and execution of Project
Total Contract Value/ Contract Value	Value (inclusive of all taxes, levies, and duties) finally agreed between NMMC and the Bidder for the delivery of Services mentioned in the RFP (after negotiations with the selected Bidder). This will be the maximum value payable to the Bidder for this Project.
Turnover	The total amount of gross receipts, on account of sales done by the entity in the normal course of business, as per the annual report and as adjusted with any qualifications in the auditors' report
Users	This means the internal and external users of the System including citizens, business firms, NMMC including its offices, corporations and agencies and their employees, as the context admits or requires

1. About NMMC

1.1. Organizational Overview

Navi Mumbai Municipal Corporation (NMMC), formed in the year 1992 of 21st Century developed by City and Industrial Development Corporation of Maharashtra (CIDCO). Now, with over decade of experience in executing a framing the urban local body operation and day to day activity, the process of institutionalization has begun, learning from the past mistakes, and visioning the next steps to move from participative planning to good local governance. It is in this context the Navi Mumbai Municipal Corporation (NMMC) embarked upon National E-Governance plan for introduction of IT applications and e-Governance in the local body. The project seeks to redefine governance in municipalities with focus on common man. The vision of the project is to establish people centric, responsive, competitive, and financially sound, well governed, viable and sustainable municipalities, touching upon the lives of the citizens of Navi Mumbai Municipal corporation and to use the E-Governance solution, as the primary delivery channel to provide a single easy, secure, integrated, and reliable means of access to municipal information and services in order to continuously improve the quality of services provided to residents and business. The mission of the project is to provide unified information communication technology platform for transparency and participative good governance.

1.2. Current IT landscape of NMMC

NMMC Municipal e-Governance Applications (MeGA) suite is a comprehensive open-source, GIS integrated e-Governance Solution. It has been developed by leveraging the latest open-source technology stack. NMMC thus has achieved the Lowest Total Cost of Ownership for the solution that is based on open standard and open-source technologies built with latest Technology and best standards. It is developed using the JAVA/J2EE Specification and developed on multi-tier application platform with support for web layer, application layer, and data layer as storage.

Location scope includes entire limits of NMMC. Includes 1 Head Office + 8 Ward offices. Connectivity scope includes but not limited to 30 locations (Mother Child Health-centers) in addition to HO / Ward offices /Fire Brigade / Hospitals and Citizen Facilitation centers (CFC).

Following applications have been made live in sequential phase few years ago:

1. NMMC Portal
2. Grievance (GIS integrated)
3. Property Tax
4. Water
5. CESS
6. Works
7. Solid-waste Management (GIS Integrated)
8. Town Planning
9. Trade License
10. Birth, Death & Marriage License
11. Personnel Information System
12. Financial Accounts
13. Citizen Facilitation Center
14. Inventory
15. Network Management Solution (NMS)
16. Document Management System

The other existing solutions used by NMMC to be integrated with proposed system including but not limited to the following:

1. Letter and File Management System
2. Project Management and Tracker
3. GPS/RFID based Garbage Vehicle Tracking System
4. NMMC eConnect Mobile App (To be modified as per the terms and conditions of this RFP)
5. NMMC Daksh App (KPI Monitoring)
6. License module
7. Covid19 management and its control
8. Social Welfare Schemes application
9. E-learning
10. Attendance system
11. Transport Management

1.3. IT hardware and networking infrastructure

Various technological high end and compatible hardware was procured, and dedicated Network Infrastructure is created in and between various NMMC Offices. These include:

1. Dedicated State of the Art Data Center
2. SAN Storage: For storage and back up of database and Documents.
3. Network Monitoring Tool: For monitoring and managing the Network and Servers
4. Database Servers, Application Servers, Web Servers
5. Desktops, Printers, Routers and Switches, Tape Library,
6. Android based Tablets
7. LAN/WAN Connectivity between NMMC Offices
8. Barcode Scanners at Ward Offices for Bill Details scanning during the collections.
9. Fire Wall
10. An Intrusion Prevention (IPS) firewall at the gateway would provide the necessary security for the web server

2. Invitation for Proposal

- a. NMMC hereby invites Proposals for Design, Supply/Development, Customization, Implementation, Hosting and Maintenance of Integrated Enterprise Solution for NMMC. Bidder/ Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- b. Bidders / Consortium members who wish to participate in this bidding process must register on *nmmc.etenders.in*.
- c. The complete bidding document has been published on *nmmc.maharashtra.etenders.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 registration on *nmmc.etenders.in*, submission of required tender/ bidding document fee and EMD.
- d. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they are required to digitally sign and encrypt their electronic bids.

- e. A three-envelope selection procedure shall be adopted.
- f. Bidder (authorized signatory) shall submit their offer online in electronic formats for prequalification, technical and financial proposal. Moreover, tender document fees, and Earnest Money Deposit (EMD) should be deposited online through e-tendering portal only.
- g. NMMC will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid proposal well advance in time so as to avoid issues like slow speed, heavy traffic on website or any other unforeseen problems.
- h. Bidders are also advised to refer "Bidders Manual Kit" available at *nmmc.etenders.in* for further details about the e-tendering process.

2.1. Key Events and Dates

S. No	Information	Details
1	Advertising Date	10 June 2022
2	RFP Download Date	10 June 2022, 10:00 AM To 04 July 2022, 03:00PM
3	Last date to send in requests for clarifications / pre-bid queries	20 June 2022, till 05:00 PM
4	Request for clarification / pre-bid queries to be sent via E-mail only to following id	it@nmmc.gov.in
5	Date of Pre-bid conference	21 June 2022, 04:00 PM
6	Location of Pre-bid conference	NMMC Office, Plot 1 & 2, Near Killa Junctions, Palm Beach Road, Sector-15A, CBD Belapur-400614
7	Release of response to clarifications would be available at	https://nmmc.gov.in/navimumbai/
8	Last date (deadline) for online submission of bids at NMMC e-Tendering portal	04 July 2022, 03:00 PM
9	Opening of Pre-qualification proposal	04 July 2022, 04:00 PM
10	Opening of Technical proposal	To be informed (will be published on NMMC tender portal)
11	Opening of Financial proposals	To be informed (will be published on NMMC tender portal)

2.2. Other Important Information Related to Bid

S. No.	Item	Description
1	Earnest Money Deposit (EMD) – Online through e-tendering portal only	Rs. 11,32,000/-
2	Tender Fee- Online through e-tendering portal only	Rs. 3450/-
3	Bid Validity Period	(180) One-hundred-and-eighty days from the date of opening of Financial Bid
4	Last date for furnishing Performance Security to NMMC (Payable at Navi Mumbai) the by successful bidder	Within fourteen (14) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier or as intimated in the work order issued by NMMC
5	Performance Security value (Performance Bank Guarantee)	5% of contract value/ Bid value of successful bidder
6	Performance Bank Guarantee (PBG) validity period	PBG should be valid for 180 days from the end of five-year Maintenance Contract period
7	Last date for signing contract	As intimated in work order of NMMC

2.3. Consortium conditions

The Bidders are allowed to form Consortium subject to the following conditions:

1. The number of Consortium members cannot exceed two, including the Lead Member.
2. Only the Lead Member will submit the Proposal and sign the Contract with NMMC.
3. All the consortium members including Lead bidder are Jointly & Severally responsible for execution of the Contract
4. No Consortium member can be a part of more than one Consortium. Only one Bid will be allowed from a Consortium. The partners of a Consortium are not allowed to bid individually.
5. In case of a Consortium Bid, the Lead Member would also need to submit the Joint Consortium Agreement, as per format attached in [Annexure 7](#) between the Consortium members for the Contract clearly indicating their scope of work, relationship, roles and responsibilities and stake percentage. Such Agreement should be prepared on a stamp paper of Rs. 500/ and is required to be submitted along with the Pre-qualification Proposal.
6. All the signatories of the Joint Consortium Agreement shall be authorized by a Power of Attorney signed by the respective Managing Director or Board Resolution and authorization letters of Board of Directors of the Companies.
7. Each Consortium member shall execute and submit along with the Pre-qualification Proposal, a registered power of attorney ([Clause 21.6](#)) in favor of the Lead Member which shall inter-alia, authorize the Lead Member to act for and on behalf of such member of the Consortium and do all acts as may be necessary to or for the performance under the contract.
8. The Consortium Agreement shall provide at least the following information in respect of the Consortium members that the Bidder will engage to provide any of the services required under this RFP.
 - a. Brief description of nature of products/services to be provided by Consortium member.
 - b. Head and Branch offices (if responsible for work under the contract) (provide mailing addresses, phone, fax and email address).
 - c. Date, form and state of incorporation of each Consortium member.

- d. Contract Administrator (Name, business address, fax, phone and email address of individual responsible for administering any Contract that might result from this RFP).
 - e. Company Principals (Name, title and business address); and,
 - f. Current or prior successful partnerships with proposed Consortium member including Client reference (Contact name, phone number, dates when services were performed).
9. The Consortium Agreement concluded by the Lead Member and Consortium member (s) should also be addressed to NMMC clearly stating that the Agreement is applicable to the contract executed out of this RFP and shall be binding on them for the Contract Period. Notwithstanding the Agreement, the responsibility of completion of job under the contract will be with the Lead Member.
 10. Change in any members of the Consortium of the successful Bidder anytime during the Contract period will be allowed only with prior written approval of NMMC.
 11. The Lead Member shall be solely liable to and responsible for all obligations towards NMMC for performance of works/services including that of its partners/associates under the contract.

2.4. RFP document Fees

The fee for purchase of this RFP document as detailed below has to be made through online payment mode. The RFP document can be downloaded from the website: <https://etenderNMMC.maharashtra.gov.in>. The scanned copy of RFP fee paid receipt should be uploaded with bid documents. Bids that are not accompanied by the RFP fees or accompanied by inadequate RFP fees, shall be considered non-responsive and will be rejected.

S. No.	Item	Details
1	Tender Fees	Rs. 3450 + 18% GST

2.5. Earnest Money Deposit

1. Earnest Money Deposit (EMD) for this work is Rs.
2. MSME organizations may be exempted from Earnest Money Deposit. Bidder must upload MSME certificate on eTender portal. Also, Bidders required to submit a signed Bid securing

declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 12 months from being eligible to submit Bids for tenders with NMMC.

3. EMD Payment as mentioned above has to be made through RTGS / NEFT mode using the System Generated Challan. Bidders should ensure that the payment of the EMD is made at least 5 working days prior to the last date of Bid Preparation and Submission of the Tender Schedule to have seamless submission.
4. Bidders failing to complete the payment of EMD using the above-mentioned process of RTGS / NEFT after downloading the system generated challans will not be able to submit their bids.
5. EMD shall be non-transferable.
6. Bidders should upload scanned copy of EMD paid receipt/ System generated Receipt / Screenshot of EMD paid conformation during bid preparation.
7. Bidders should mention the beneficiary details for EMD refund in the Earnest Money Deposit Form for fields marked as details required for Refund. NMMC or e-Tendering Service Provider will not be liable for delays caused in EMD refund due to incorrect beneficiary details.
8. The Earnest Money Deposit of unsuccessful bidders will be refunded through RTGS, NEFT mode only after finalization of the tender for which the above refund details are required.
9. The refund account details should be correctly mentioned by the bidder and should be active at least 180 days from the date of submission of the bid for appropriate online EMD refund as the case may be.
10. The EMD of unsuccessful bidders will be returned by NMMC, without any interest, as promptly as possible and latest by 120th day of signing of the contract by the successful bidder or when NMMC cancels the bidding process.
11. The EMD of the successful bidder shall be returned/ adjusted latest by 30th day of submission of performance bank guarantee by the bidder.
12. The EMD shall be furnished in Indian Rupees only. No interest shall be payable by NMMC on the EMD.
13. The EMD shall be forfeited and appropriated by NMMC, and bid shall be summarily rejected without prejudice to any other right or remedy that may be available to NMMC hereunder or otherwise, under the following conditions:
 - a. If a bidder submits a non-responsive bid.
 - b. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.

- c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of the NMMC regarding forfeiture of the Bid Security shall be final and binding upon bidders.
- d. If during the bid process, any information is found false/fraudulent/mala fide
- e. If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- f. In the case of successful bidder if he/she fails within the specified time limit
 - i. to sign and return the duplicate copy of LOA in accordance with the terms thereof.
 - ii. to sign the contract within the time specified by NMMC; or
 - iii. to furnish the Performance Security within the period prescribed in the contract; or
 - iv. In case the successful bidder, having signed the contract, commits any breach thereof prior to furnishing the Performance Security.

Note: Kindly note that transfer of funds to NMMC's account through NEFT / RTGS mode. In case of funds transfer through NEFT / RTGS, Bidders are requested to transfer from any other bank

2.6. Contact Details

For any clarifications & communication with reference to the RFP documents, the Bidders are expected to communicate at the contact information provided below:

Mr. Pravin Patil
 Hardware Engineer
 Plot 1 & 2, Near Killa Junctions,
 Palm Beach Road, Sector-15A,
 CBD Belapur-400614
 e-mail: it@nmmc.gov.in
 Phone: 022-27567109

2.7. Pre-Bid Conference

1. NMMC will host a Pre-bid Meeting for queries (if any) by the prospective bidders. Details regarding the date, time and place of the meeting will be uploaded on NMMC's tender portal. The representatives of the bidders may attend the pre-bid meeting 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. Bidder shall send in their pre-bid queries as a Microsoft Word/Spreadsheet document as prescribed in the format specified in the RFP to the contact address at which the bids are to be submitted as well as the email id mentioned in [section 2.6](#) of this RFP. The response to the queries will be published on NMMC e-Tendering portal nmmc.etenders.in.
 3. Queries submitted post the specified deadline, or which do not adhere to the specified format may not be responded to. No telephonic queries shall be entertained. the response of NMMC from these queries shall become integral part of RFP document.
 4. Authorization letter in the name of the person attending the pre-bid meeting needs to be submitted on the letterhead of the Bidder on email as mentioned in [section 2.6](#) and one day before the time as prescribed in [Section 2.1](#).
 5. For Pre-bid Conference, maximum of 2 representatives of a company can participate

2.8. Supplementary Information/ Corrigendum/ Amendment to the RFP

At any time prior to the deadline (or as extended by NMMC) for submission of bids, NMMC for any reason, whether at its own initiative or in response to clarifications requested by the Bidder may modify the RFP document by issuing amendment(s) or issue additional data to clarify an interpretation of the provisions of this RFP. Such supplements / corrigendum to the RFP issued by NMMC would be displayed on NMMC's e-Tendering Portal nmmc.maharashtra.etenders.in and may additionally also be communicated by e-mail to the Bidders who have taken the RFP from NMMC in hard copy. Any such supplement / corrigendum / amendment / pre-bid clarification shall be deemed to be incorporated by this reference into this RFP.

Any such supplement / corrigendum / amendment / pre-bid clarification will be binding on all the Bidders. NMMC will not be responsible for any misinterpretation of the provisions of this RFP document on account of the Bidders failure to update the Bid documents based on changes announced through the website.

In order to allow Bidders a reasonable time to take the supplement / corrigendum / amendment(s) into account in preparing their bids, NMMC, at its discretion, may extend the deadline for the submission of bids.

2.9. Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid EMD.

2.10. Proposal Preparation Cost

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of Proposal, in providing any additional information required by NMMC to facilitate the evaluation process, and in negotiating a definitive Master Service Agreement (SA) and all such activities related to the Bid process. This RFP does not commit NMMC to award a Contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the Contract for implementation of the Project.

2.11. Right to termination

NMMC may terminate the RFP process at any time and without assigning any reason. NMMC makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by NMMC. The bidder's participation in this process may result in NMMC selecting the bidder to engage towards execution of the contract.

2.12. Authentication of Bids

The original Bid will be signed by a Bidder's person duly authorized to bind the Bidder to the Contract. A letter of authorization shall be accompanied with the bid in the name of the person signing the Bid i.e. Authorized Signatory, supported by a board resolution in favor of the authorized signatory and/or a notarized Power-of-Attorney (POA) duly executed by the board of

directors or any other representative of the company who has been authorized by the board of directors by the means of a Board Resolution to delegate signing powers to the authorized signatory. The bid should be numbered serially and each page of the Bid including the duplicate copies, if any shall be initialed by the Authorized signatory/ signatories signing the Bid with round seal of the bidder. The bid will then be uploaded on the e-tendering portal

2.13. Interlineation of bids

The Bid shall contain no interlineations or erasures. In case of any overwriting, the place needs to be signed by the Authorized signatory.

2.14. Late Bids

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.

2.15. Patent Claim

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

2.16. Intellectual Property Rights

During and after the end of the contract period or on surrendering or termination of contract the all data/information/content any information generated during this period the NMMC owns exclusive Intellectual Property Rights of the same, the bidder/any associated member of bidder cannot claim for any rights on the same.

3. Bid Submission Instructions

3.1. Online Bid Submission

1. The bidder shall submit the bid online through NMMC e-Tendering portal nmmc.etenders.in.
2. To view- Tender Notice, Detailed Time Schedule, RFP Document and its supporting documents, kindly visit e-Tendering website of NMMC:
3. The bids submitted by the Bidder shall comprise of the following three envelopes:
4. A Three envelope/ cover system shall be followed for the bid –
 - a. Envelope A: Tender Fees, EMD and Prequalification Criteria &
 - b. Envelope B: Technical bid (including the credentials, technical proposal)
 - c. Envelope C: Commercial bid
- i. The Bid shall include the following documents: -

S. No.	Documents Type	Document Format
Tender Fee & EMD and Pre-qualification Details- Envelope -A		
1	Tender Fee	Scanned copy of Deposit Receipt
2	EMD	Scanned copy of the Deposit Receipt / MSME certificate along with Undertaking (if applicable)
3	Pre-qualification	The Pre-qualification Proposal shall be prepared in accordance with the requirements specified in this RFP. (Refer Section 3.2 and Section 3.3 Prequalification Criteria & Technical marking compliance)
Technical Proposal – Envelope -B		
4	Technical Proposal	The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP
Commercial Bid – Envelope –C		

S. No.	Documents Type	Document Format
5	Financial Bid	The Commercial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in this RFP.

- ii. The bidder should ensure that all the required documents, as mentioned in this RFP/ bidding document, are submitted along with the bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ content may lead to the rejections of the bid proposal submitted by the bidder.
- iii. All the pages in the bid are to be serially numbered with an index to the submitted document clearly mentioning the documents with page numbers
- iv. The Contractors participating first time for e-Tenders on NMMC's e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal.
- v. All bidders interested in participating in the on-line e-Tendering process are required to obtain Class II or Class III Digital Certificates. The bids should be prepared & submitted online using individual's digital signature certificate.
- vi. NMMC will not accept delivery of Proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.
- vii. It is required that all the Bids submitted in response to this RFP should be unconditional in all respects, failing which NMMC reserves the right to reject the Bid.

3.2. Pre-Qualification – Envelope A

The minimum eligibility criteria that should be satisfied by the Bidders are mentioned in [section 3.2](#). The formats for the Pre-qualification documents are given in this RFP, unless specified otherwise.

3.3. Technical Proposal – Envelope B

1. Bidders should necessarily furnish the technical proposal in the formats given in [Section 3.3](#) of this RFP. It may be noted that the end-to-end responsibility to make the solution perform on a turnkey basis, is that of the Bidder (hence the Bidder is expected to understand the RFP in all respects). Technical Proposal should not contain any Commercial information. The bidder shall be disqualified in case any commercial details are found to be included in pre-qualification or Technical Proposal.
2. It is expected that bidders have read and understood the RFP documents along with clarification/ corrigendum documents (if any) before the proposal submission. As a matter of confirmation of the same, Bidders are expected to submit the scanned, signed copies of the RFP, Clarification & Corrigendum documents. These should be signed by the authorized signatory submitting the bid. Original copies of the signed documents shall be submitted by the bidder at the time of bid opening. All the above-mentioned documents shall have an index page with page numbers specified for all the key information/ headers.

3.4. Commercial proposal – Envelope C

1. Bidders should necessarily give the financial details in the formats given in this RFP. All the financial details should be given in the prescribed format only and in accordance with the details and terms and conditions as mentioned in the RFP. It may be noted that the responsibility to make the solution perform on a turnkey basis, is that of the Bidder (hence the Bidder is expected to understand the RFP in all respects). In case the selected bidder does not quote for or provision for any hardware / software / any other expenses required to meet the requirements of the RFP, he shall be solely responsible for those and would be required to provide them, without any additional cost to NMMC.
2. The Bidder is expected to price all the items and services sought in the RFP and proposed in the Technical Proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.
3. NMMC may seek clarifications from the Bidder on the Technical Proposal. Any of the clarifications by the Bidder on the Technical Proposal should not have any commercial implications. The Commercial Proposal submitted by the Bidder should be inclusive of all

the items in the Technical Proposal and should incorporate all the clarifications provided by the Bidder on the Technical Proposal during the evaluation of the technical offer.

4. Commercial Proposal shall not contain any technical information.
5. The bid price shall be in Indian Rupees and shall be exclusive of any taxes. Values without taxes will be considered for evaluation.
6. No correspondence after opening of financial bid would be entertained.

3.5. Validity of proposal

The Proposals shall be valid for a period of six months from the Opening of financial bid. A Proposal valid for a shorter period may be rejected as non-responsive. In exceptional circumstances, at its discretion, NMMC may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by email.

3.6. Corrections errors in Commercial proposal

1. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the Commercial Proposals are received by NMMC.
2. The quoted price shall be corrected for arithmetical errors.
 - a. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
 - b. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
 - c. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.
3. The amount stated in the Commercial Proposal, adjusted in accordance with the above procedure, shall be considered as binding on the Bidder for evaluation.

3.7. Price and information

1. The Bidder shall quote a price for all the components of the solution that are necessary to meet the requirements of the RFP.
2. All the prices will be in Indian Rupees. In case of foreign currency, the conversion rate shall be taken as per the date of publishing of this RFP.
3. All prices should be rounded off to the nearest Indian rupee (If the first decimal value is 5 (five) or above it should be rounded up and below 5 (five) should be rounded down.
4. The price quoted in the Commercial Proposal shall be the only and maximum payment payable by NMMC to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract, subject to the terms of payment and performance levels specified in this RFP.
5. The Total Contract Value should be inclusive of all costs including the licensing, hosting, manpower, insurance for the Contract Period, delivery charges, transfer of assets (software), travel / stay, applicable taxes and duties, daily allowance or any other allowances with respect to their staff deployed for the execution of this Project before or after the award of the Contract.
6. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the Proposal and the Contract. No revision of the Total Contract Value shall be made on account of any variations in costs of labor and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the Contract. A Proposal submitted with an adjustable price quotation or conditional Proposal may be rejected as non-responsive.
7. It is mandatory to provide the break-up of all components in the format specified for detailed Bill-of-Material given in this RFP.
8. All costs incurred due to delay of any sort, which is attributable to the Bidder, shall be borne by the Bidder.

3.8. Discount

The Bidders are advised not to offer any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is

found to be the lowest, NMMC shall avail such discount at the time of award of Contract. For future purposes, Unit prices of all individual components will be discounted accordingly (by the overall discount % in case overall discount % is given or by the individual component discount % in case item wise discount given) to arrive at component-wise unit prices.

3.9. Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be submitted and to be duly attested by the Bidder and Lead Bidder in case of Consortium. For purposes of interpretation of the Proposal, the English translation shall govern. If any document evidence for 'Experience' is in other languages, a true translation of the copy attested by Notary Public shall be enclosed.

3.10. Conditions under which RFP is issued

1. This RFP is not an offer and is issued with no commitment. NMMC reserves the right to withdraw the RFP and change or vary any part thereof at any stage. NMMC also reserves the right to disqualify any Bidder should it be so necessary at any stage.
2. Timing and sequence of events resulting from this RFP shall ultimately be determined by NMMC.
3. No oral conversations or agreements with any official, agent, or employee of NMMC shall affect or modify any terms of this RFP and any alleged oral Agreement or arrangement made by a Bidder with any NMMC, agency, official or employee of NMMC shall be superseded by the definitive Agreement that results from this RFP process. Oral communications by NMMC to Bidders shall not be considered binding on it, nor shall any written materials provided by any person other than NMMC.
4. Neither the Bidder nor any of the Bidder's representatives shall have any claims whatsoever against NMMC or any of their respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service Agreement with the Bidder in accordance with the terms thereof).
5. Until the Contract is awarded and during the currency of the Contract, Bidders shall not, directly or indirectly, solicit any employee of NMMC to leave NMMC or any other officials involved in this RFP process in order to accept employment with the Bidder, or any person acting in concert with the Bidder, without prior written approval of NMMC.

3.11. Right to the content of proposal

All Proposals and accompanying documentation of the Technical Proposal will become the property of NMMC and will not be returned after opening of the Technical Proposals. NMMC is not restricted in its rights to use or disclose any or all of the information contained in the Proposal and can do so without compensation to the Bidders. NMMC shall not be bound by any language in the Proposal indicating the confidentiality of the Proposal or any other restriction on its use or disclosure.

3.12. Non- conforming proposal

A Proposal may be construed as a non-conforming Proposal and ineligible for consideration:

1. If it does not comply with the requirements of this RFP.
2. If the Proposal does not follow the format requested in this RFP or does not appear to address the particular requirements of NMMC.

3.13. Disqualification

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

1. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming Proposal.
2. During validity of the Proposal, or its extended period, if any, the Bidder increases his quoted prices.
3. The Bidder qualifies the Proposal with his own conditions.
4. Proposal is received in incomplete form.
5. Proposal is received after due date
6. Proposal is not accompanied by all the requisite documents.
7. Proposal is not accompanied by the appropriate EMD / MSME certificate (if applicable)
8. If the Bidder provides quotation only for a part of the Project.
9. Information submitted in Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the processing of the Contract (no matter at what stage) or during the tenure of the Contract including the extension period, if any

10. Commercial Proposal is enclosed with pre-qualification or Technical Proposal.
11. Bidder tries to influence the Proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the Bid process.
12. In case any one Bidder submits multiple Proposals or if common interests are found in two or more Bidders, the Bidders are likely to be disqualified, unless additional Proposals/Bidders are withdrawn upon notice immediately.
13. Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a Contract within 15 Days of the date of issue of Letter of Intent or within such extended period, as may be specified by the NMMC.
14. Any Bid received by NMMC after the deadline for submission of Bids shall be declared late and will be rejected and returned unopened to the Bidder at the discretion of NMMC. The validity of the bids submitted before deadline shall be till 180 days from the date of opening of the Financial Bid.
15. While evaluating the Proposals, if it comes to the NMMC's knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of Proposal then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the RFPs floated by the NMMC.
16. If the Bid Security Pre-qualification Proposal, Technical Proposal contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the Bid.

3.14. Acknowledgement of understanding

By submitting a Proposal, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexures, corrigendum, addendums, supplements and pre bid clarifications hereto, and has fully informed itself as to all existing conditions and limitations.

3.15. Site visit by Bidder

The Bidder may visit and examine any of the offices of NMMC at a time to be agreed with NMMC and obtain for itself on his own responsibility all information on the existing processes and functioning of NMMC that may be necessary for preparing the Bid document. The Bidder may carry out this site visit after obtaining written permission of NMMC. The visit may not be used to

raise questions or seek clarification on the RFP. All such queries or clarifications must be submitted in writing. The cost of such visits to the site(s) shall be borne by the Bidder at its own expense.

3.16. OEM 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 the solution
2. Firms with common Proprietor/Partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each other such as husband, wife, father/mother and minor son/daughter and brother/sister and minor brother/sister, shall not tender separately under different names for the same contract.
3. If it is found that firms have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.
4. If it is found that close relatives (as described above) have uploaded separate tenders/quotations under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/ firms, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such tenders shall be liable for penal and legal action including blacklisting.
5. If after awarding the contract it is found that the accepted tender violated any of the directions pertaining to participation as stated above, the contract shall be liable for cancellation at any time during its validity in addition to penal action including blacklisting against the contractors as well as related firm/establishment.

4. Bid Opening and Evaluation Process

4.1. Bid Evaluation Committee

1. The Bid Evaluation Committee constituted by the NMMC shall evaluate the bids.

2. The Bid Evaluation Committee shall evaluate the Tender Fee, EMD and pre-qualification criteria (Envelope A), Technical Proposal (Envelope B) and Commercial Proposal (Envelope C) and submit its recommendation to Hon'ble Municipal Commissioner whose decision shall be final and binding upon the bidders.

4.2. Overall Evaluation Process

1. Bidders shall be evaluated as per the Pre-qualification criteria mentioned in [section 3.2](#). The bidders who fulfil all the Pre-qualification criteria will qualify for further Technical Evaluation (Envelope B)
2. Bidders with minimum technical score of **70 out of 100** in technical evaluation (Envelope B) will be considered to be eligible for financial evaluation (Envelope C)
3. Amongst the bidders who are considered for financial evaluation, the bidder scoring the highest composite score (which is calculated using technical and financial score in the ratio – 70:30) as per the clause in [Section 4.6](#) will be awarded the work at the discretion of NMMC.
4. The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
5. The bidder shall provide required supporting documents with respect to the pre-qualification, technical evaluation as per the criteria mentioned in [Section 3.2](#) and [Section 3.3](#) and Formats mentioned in this RFP.

4.3. Evaluation – Prequalification (Envelope A)

The Pre-qualification Proposals (Envelope A) of only those Bidders, whose Tender Fee and EMD are in order, shall be opened in the same session. The bids will then be passed on to the Bid Evaluation Committee constituted by NMMC for evaluation of Bids. The Bidders will be assessed on the Pre-qualification criteria as defined below.

Table – Pre-Qualification Criteria

Sr. No.	Criteria	Supporting Documents
Bidder Registration		
PQ-1	The Bidder (Each Member in case of Consortium) 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 a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008, all as amended from time to time. The company/firm should have been in operations for at least three years from the release date of this RFP	Certificate of Incorporation or Copy of the partnership deed/ instrument of partnership or a Copy of LLP agreement and any other supporting document to support PQ 1
Turnover and Net worth		
PQ-2	The Bidder (Lead Member in case of Consortium) should have at least Rs.110 Crores as average annual turnover in the last 3 financial years (FY 18-19, FY 19-20 and FY 20-21) from *IT related activities/ services like Software Development, Implementation, support and Cloud hosting related projects in India. Revenue from other activities like Revenue from activities like OFC laying, BPO-call center etc. will not be accepted.	<ol style="list-style-type: none"> 1. Statutory Auditor Certificate clearly mentioning the Average Annual Turnover from IT Services/System Implementation for each of the financial FY 18-19, FY 19-20 and FY 20-21. In case of consolidated turnover, it should only include 100% owned subsidiaries. 2. Statutory Auditor Certificate should have Statutory Auditor's Registration Number and Seal.

Sr. No.	Criteria	Supporting Documents
PQ-3	The Bidder (All members in case of Consortium) should have positive net worth for each of the last 3 audited financial years (FY 18-19, FY 19-20 and FY 20-21)	<ol style="list-style-type: none"> 1. Statutory Auditor Certificate clearly mentioning the net worth for each of the financial FY 18-19, FY 19-20 and FY 20-21. 2. Statutory Auditor Certificate should have Statutory Auditor's Registration Number and Seal.
Professional Strength and Experience		
PQ-4	The Bidder (Lead Member in case of Consortium) should have a valid CMMi level 3 or above certification as on bid submission date	Copy of Valid Certificate
PQ-5	<p>The Bidder (Lead Member in case of Consortium) should have been engaged in at least the following number projects in ULBs/Central Govt. /State Dept. /PSUs in India in last 5 years (FY 16-17, FY 17-18, FY 18-19, FY 19-20 and FY 20-21)</p> <ol style="list-style-type: none"> 1. One Project worth 18 Cr OR 2. Two Projects, each worth 12 Cr OR 3. Three Projects, each worth 9 Cr <p>The Bidder's scope of work in each of the above Projects shall include (a) and any one of (b), (c), or (d) components:</p>	<p>Copy of Work Order</p> <p>AND</p> <p>Completion Certificate from the client</p> <p>OR</p> <p>Substantially Completed Certificate (for ongoing projects) from the client</p> <p>OR</p> <p>**Self-Certificate of Completion (Certified by the Statutory Auditor)</p>

Sr. No.	Criteria	Supporting Documents
	a. Software Development, Customization and Implementation. b. Hardware procurement, deployment and commissioning c. Data Centre or Disaster Recovery Site setup or Server(s) deployment and commissioning d. Operations and maintenance of IT infrastructure/ Software Solution	Either of the above documents should clearly mention the following: 1. Work Order date 2. Value of the project 3. Scope of Work
Blacklisting		
PQ-6	Bidder (In case of Consortium, all members of the consortium) should not be terminated/blacklisted and/or barred by any government agency/undertaking and/or by any of the competent courts for any default at time of submission of bid (last 3 three years)	Notarized Affidavit as per format given under section 21.7 .

Note:

1. *IT related activities/ services should mean Projects involving development of software applications and solution, Implementation, system integration, Provisioning Hosting & Maintenance services, providing operational and maintenance services for application and IT infrastructure and Capacity Building for IT applications.
2. **Self certificate of completion shall be only for substantially completed projects. Substantially Completed Projects should mean if the project is at UAT stage (UAT Certificate from the client or List of activities completed in the project certified from the client should be provided as supporting document) or 50% of the contract value has been paid to the bidder as part of project (Work Order or Invoice or PO should be provided as supporting document (Statutory Auditor Certificate)

4.4. Evaluation- Technical (Envelope B)

The evaluation of the Technical Proposals will be carried out in the following manner:

1. Bidders who meet responsiveness and other requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations. The Bidders' technical solution will be evaluated as per the requirements and evaluation criteria mentioned in the following table. The Bidders are required to submit all required documentation supporting the evaluation criteria specified (e.g. detailed Project citations and completion certificates, client contact information for verification, profiles of Project resources etc.) as required for technical evaluation as part of Envelope B

Table – Technical Evaluation

S.N.	Revised Criteria	Basis of Valuation	Maximum Marks	Supporting documents
A	Financial & Professional Strength		25	
A1	The Bidder (Lead Member in the Consortium) should have at least 100 resources having prior experience in software development, implementation, maintenance, networking, etc. in its payroll as on bid submission date.	<ul style="list-style-type: none"> • More than or equal to 100 and less than or equal to 150 resources: 1 Mark • More than 150 and less than or equal to 200 resources: 2 Marks • More than 200 resources: 5 Marks 	5	Certificate from HR Head on company letterhead
A2.	Quality Certification for Lead Bidder	<ul style="list-style-type: none"> • CMMi Level 3: 1 mark or • CMMi Level 5: 2.5 Marks 	5	Copy of Valid Certificates

S.N.	Revised Criteria	Basis of Valuation	Maximum Marks	Supporting documents
		<ul style="list-style-type: none"> ISO 20000-1/ ISO 27001: 2.5 Marks 		
A3.	Average Annual turnover from Software System Integration, Development and/or Implementation Services Work in last 3 years in India (Turnover in Rs Crores)	<ul style="list-style-type: none"> More than or equal to Rs. 110 Crores and less than or equal to Rs. 175 Crores: 5 marks More than Rs. 175 Crores and less than or equal to 230 Crores: 10 marks Greater than Rs. 230 Crores: 15 marks <p>Above figures should be average Revenue Turnover for last 3 financial years (FY 18-19, FY 19-20 and FY 20-21)</p>	15	<p>Statutory Auditor Certificate clearly mentioning the Average Annual Turnover from IT Services/System Implementation for each of the financial FY 18-19, FY 19-20 and FY 20-21.</p> <p>In case of consolidated turnover, it should only include 100% owned subsidiaries.</p> <p>Statutory Auditor Certificate should have Statutory Auditor's Registration Number and Seal.</p>
B	Relevant Experience		40	
B1.	The Bidder (Any Member in case of Consortium) should	<ul style="list-style-type: none"> 2 ULBs: 10 marks 	20	a. Duly Filled Form A

S.N.	Revised Criteria	Basis of Valuation	Maximum Marks	Supporting documents
	<p>have been engaged in at least the following number projects in ULBs with 10 lakhs and more population in India in last 5 years (FY 16-17, FY 17-18, FY 18-19, FY 19-20 and FY 20-21)</p> <p>The Bidder's scope of work in each of the above Projects shall include (a) and any one of (b), (c), or (d) components:</p> <p>a. Software Development, Customization and Implementation.</p> <p>b. Hardware procurement, deployment and commissioning</p> <p>c. Data Centre or Disaster Recovery Site setup or Server(s) deployment and commissioning</p> <p>d. Operations and maintenance of IT infrastructure/ Software Solution</p>	<ul style="list-style-type: none"> • More than 2 and less than or equal to 4 ULBs: 15 Marks • More than 4ULBs: 20 Marks 		<p>b. Duly Filled Form B</p> <p>c. Duly Filled Form C</p> <p>d. Copy of Work Order</p> <p>AND</p> <p>Completion Certificate from the client</p> <p>OR</p> <p>Substantially Completed Certificate (for ongoing projects) from the client</p> <p>OR</p> <p>Self Certificate of Completion (Certified by the Statutory Auditor)</p>
B2	The Bidder (Any Member in case of Consortium) should have experience in development /customization		20	<p>a. Duly Filled Form A</p> <p>b. Duly Filled Form B</p>

S.N.	Revised Criteria	Basis of Valuation	Maximum Marks	Supporting documents
	<p>and implementation of the following modules in India in last 5 years (FY 16-17, FY 17-18, FY 18-19, FY 19-20 and FY 20-21 for the proposed Integrated Enterprise solution.</p> <ol style="list-style-type: none"> 1. Financial Accounting 2. Property Tax 3. Water Billing 4. Grievance Redressal 5. Citizen Facilitation Centre 6. Works Management 7. HR and Payroll 8. Social Schemes 	<ul style="list-style-type: none"> • No experience in the proposed Modules Integrated Enterprise Solution = 0 Marks • More than or equal to 1 and Less than or equal to 3 modules: 5 Marks • More than 3 and Less than or equal to 5 modules: 10 Marks • More than 5 and Less than or equal to 7 modules: 15 Marks • All 8 modules: 20 Marks 		<p>c. Duly Filled Form C</p> <p>d. Copy of Work Order</p> <p>AND</p> <p>Completion Certificate from the client</p> <p>OR</p> <p>Substantially Completed Certificate (for ongoing projects) from the client</p> <p>OR</p> <p>e. Self Certificate of Completion (Certified by the Statutory Auditor)</p>
C	Product fitment and Approach & Methodology		30	
C1.	Approach Methodology, Solution Design, Product Fitment	Marks will be awarded based on details of Solution design including	15	Technical Proposal document

S.N.	Revised Criteria	Basis of Valuation	Maximum Marks	Supporting documents
		<ul style="list-style-type: none"> • Project execution & Deployment methodology • Proposed Module Experts for each module proposed in the RFP. • Training & Handholding approach & Support methodology including service desk • Data center and DRC solution proposed • Business Intelligence / Dashboard / Reporting • Product Fitment <p>The bidder will be awarded 3 marks each for any five points from above.</p> <p>To simplify the scoring and make it more consistent and transparent, only one of the five ratings given below shall be used and</p>		

S.N.	Revised Criteria	Basis of Valuation	Maximum Marks	Supporting documents
		<p>in between ratings are not permitted.</p> <p>Rating definitions for each sub-criterion are generally explained as under:-</p> <p>(1) Excellent- 100%- The proposal exceeds the sub-criterion requirements.</p> <p>(2) Good-80%- The proposal fully meets the sub-criterion requirement.</p> <p>(3) Average-60%- The proposal adequately meets the sub-criterion requirements, but there are minor deficiencies.</p> <p>(4) Below average-30%- The proposal has significant deficiencies against the sub-criterion requirements that will probably impact negatively on implementation of the assignments.</p>		

S.N.	Revised Criteria	Basis of Valuation	Maximum Marks	Supporting documents
		<p>(5) Non-complying- 0% - The proposal either does not comply with the sub-criterion or does not provide enough information to allow a higher rating.</p> <p>Bidder may also be called to give a presentation, if required, on the solution design to Evaluation Committee.</p>		
C2.	<p>Case Study Presentation and Functional Demo</p> <ul style="list-style-type: none"> The bidder has to present one critical case study of their own implementation containing modules required by NMMC with focus ULB services and core modules. The case study should contain the bidder approach and how the proposed system will provide integrated solution and help in decision making process. The Bidder should cover 	<p>Rating definitions for each sub-criterion are generally explained as under:-</p> <p>(1) Excellent- 100%- The proposal exceeds the sub-criterion requirements.</p> <p>(2) Good-80%- The proposal fully meets the sub-criterion requirement.</p> <p>(3) Average-60%- The proposal adequately meets the sub-criterion</p>	15	Presentation Copy

S.N.	Revised Criteria	Basis of Valuation	Maximum Marks	Supporting documents
	<p>scope of work, complexity of implementation, end to end integration methodology and critical success factors.</p> <ul style="list-style-type: none"> The bidder shall also give Functional demo of proposed solution explaining following points <ul style="list-style-type: none"> — Features and functionality — User friendliness — Simplicity of use — Minimum keyboard entry and maximum use of dropdowns/auto prompt feature — MIS and report 	<p>requirements, but there are minor deficiencies.</p> <p>(4) Below average-30%- The proposal has significant deficiencies against the sub-criterion requirements that will probably impact negatively on implementation of the assignments.</p> <p>(5) Non-complying- 0% - The proposal either does not comply with the sub-criterion or does not provide enough information to allow a higher rating.</p> <p>Bidder will be called to give a demonstration to Evaluation Committee.</p>		
D	Key Resource Profile		5	
	Onsite Team (Please refer below table for minimum qualifications)			
D1.	Project Manager	Should be qualifying the minimum qualification criteria.	2.5	Form E and Form F

S.N.	Revised Criteria	Basis of Valuation	Maximum Marks	Supporting documents
		<p>Minimum Experience – 15 Years</p> <p>BE/B. Tech + MBA</p> <p>Experience of Managing Integrated Enterprise Solution implementation Projects as Onsite Project manager in Government/PSU/ULB:</p> <ul style="list-style-type: none"> • 1 project: 0.5 mark • 2 Projects: 1 mark • More than 2 Projects: 2.5 Marks 		
	Offshore team (Please refer below table for minimum qualifications)			
D2.	Solution Architect	<p>Minimum Experience – 12 Years</p> <p>BE/B. Tech + MTech/MBA</p> <p>Should be qualifying the minimum qualification criteria.</p> <p>Experience in Solution Design of Integrated Enterprise Solution Implementation.</p>	2.5	Form E and Form F

S.N.	Revised Criteria	Basis of Valuation	Maximum Marks	Supporting documents
		<ul style="list-style-type: none"> • More than 1 and less than 3 projects: 0.5 mark • More than 3 and less than or equal to 5 Projects: 1 mark • More than 5 Projects : 2.5 Marks 		

Note:

*IT related activities/ services should mean Projects involving development of software applications and solution, ERP Implementation, system integration, Provisioning Hosting & Maintenance services, providing operational and maintenance services for IES application and IT infrastructure and Capacity Building for IT applications.

**Substantially Completed Projects should mean if the project is at UAT stage (UAT Certificate from the client or List of activities completed in the project certified from the client should be provided as supporting document) or 50% of the contract value has been paid to the bidder as part of project (Work Order or Invoice or PO should be provided as supporting document (Statutory Auditor Certificate)

2. Proposal Presentations: The Bid Evaluation and Technical Committee will invite each qualified Bidder to make a presentation to NMMC as per their discretion.
3. Demo of Proposed Solution: The Bid Evaluation and Technical Committee will also call for a functional Demo of the proposed solution. The Bidder will be required to demonstrate the functionality of the proposed solution as declared by the bidder in its Technical Proposal in this RFP.

4. Please note that such a Demo will be called from each technically qualified Bidder before opening of Commercial Proposal. In the event of any deviation from the factual information provided by the Bidder in his Technical Proposal, NMMC can reject the Bid
5. At any time during the Bid evaluation process, the Committee may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
6. The Committee reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
7. The Bid Evaluation Committee shall indicate to all the Bidders the results of the technical evaluation through a written communication. The technical scores of the Bidders will be announced prior to the opening of the Commercial Proposals.
8. The technically shortlisted Bidders will be informed of the date and venue of the opening of the Commercial Proposals through a written communication and through email
9. Each Proposal which qualifies in Envelope A shall be scrutinized further with Envelop B and evaluated accordingly as per the following process and granted a score.
10. Technical Score (X): The score secured based on evaluation of the Technical Proposal (Envelope A) as above shall be the Technical Score of the Bidder for the project being considered as X.
11. Only those Bidders who have secured Technical Score of 70 or above out of 100 shall be declared as qualified for evaluation of their 'Commercial Bid'. Bidders who have secured less than 70 for Technical Score shall be rejected.

4.5. Evaluation- Commercial

1. Financial Score (Y): The bidders shall submit their quote as per the format provided in [Annexure 4](#), Format – 1 & 2.
2. The Financial proposals shall be evaluated on the basis of Consolidated Cost Summary (Exclusive of all Taxes) – “GT” offered by the bidder to the NMMC against “Design, Supply/Development, Customization, Implementation, Hosting and Maintenance of Integrated Enterprise Solution for NMMC. Any monetary figure in decimal shall be rounded off to the nearest INR.

3. The financial offers of the qualified bidders (who have secured technical score of 70 or above) shall be tabulated for this project and the bidder with lowest financial offer will be given a financial score of 100.
4. The financial scores of other bidders for the project shall be computed as follows:

[The 'financial score' of Bidder for the project(Y)]	= 100 X	[Lowest offer quoted by the respective bidder for the project (Rs.)]
		[Offer quoted by the respective Bidder for the project (Rs.)]

5. The marks secured as above shall be the Financial Score of the bidder for the project (Y).
6. In cases of discrepancy between the prices quoted in words and in figures, the value in words shall be considered. For any other calculation/ summation error etc. the bid may be rejected.

4.6. Composite Score of the Bidders

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

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

4.7. Special Conditions for Evaluation

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

1. Declare the bidder whose technical score is highest, among the bidders who have secured exactly the same composite score as successful bidder, or
2. Adopt any other method as decided by NMMC.

5. Award of Contract

5.1. Award Criteria

Post the evaluation process indicated in [Section 4](#) above, NMMC will award the Contract to the Bidder whose has the highest composite score as per the scoring scheme mentioned in [Section 4.6](#).

5.2. Agreement Extension

This Agreement shall come into effect from the date of signing the contract (hereinafter the 'Effective Date') and shall continue till operation and maintenance completion date which shall be five years from the date of Final Go Live.

NMMC reserves the right to extend the Term for a period or periods of up to 12 months with a maximum of two such extension or extensions on the same terms and conditions, subject to the NMMC obligations at law.

At the end of fifth year from Final Go Live, the "Bidder" may submit a proposal expressing his interest in continuing this "contract" for a further period of five years. NMMC may consider this proposal after satisfying itself about the technological and commercial soundness of the proposal. Based on the satisfaction of NMMC, it shall enter into negotiations with the "Bidder" for renewal of this "Contract". Upon successful conclusion of negotiations, the "Bidder" shall upgrade the systems / technology, as required, and operate the same for a further period of up to five (5) years.

5.3. Right to accept any Proposal and to reject any or all Proposals

NMMC reserves the right to accept or reject any Proposal, and to annul the tendering process and reject all Proposals at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for NMMC's action.

5.4. Notification of Award

Prior to the expiration of the validity period, NMMC will notify the Successful Bidder that its Proposal has been accepted by issuance of a Letter of Intent in writing.

5.5. Conditions Precedent of the Bidder

The Bidder shall be required to fulfill the Conditions Precedent within 15 Business Days from issue of the Letter of Intent to the Bidder. The Conditions Precedent are as follows:

1. To provide a Performance Bank Guarantee and any other guarantees to NMMC or its nominated agencies.
2. To provide a registered copy of the Bid and the Consortium Agreement to NMMC.

5.6. Extension of time for fulfillment of Conditions Precedent

The parties may, by mutual agreement extend the time for fulfilling the Conditions Precedent and the term of the SA.

For the avoidance of doubt, it is expressly clarified that any such extension of time shall be subject to imposition of penalties on the Bidder linked to the delay in fulfilling the Conditions Precedent.

5.7. Non-fulfillment of the Bidder's Conditions Precedent

1. In the event that any of the conditions precedent of the Bidder have not been fulfilled within 15 Business Days from the date of issue of Letter of Intent and the same have not been waived fully or partially by NMMC or its nominated agencies, the SA shall cease to exist.
2. In the event that the SA fails to come into effect on account of non-fulfillment of the Bidder's conditions precedent, NMMC or its nominated agencies shall not be liable in any manner whatsoever to the Bidder and NMMC shall forthwith forfeit the EMD.
3. In the event that possession of any of NMMC or its nominated agencies facilities has been delivered to the Bidder prior to the fulfillment of the condition's precedent, upon the termination of the SA, such shall immediately revert to NMMC or its nominated agencies, free and clear from any encumbrances or claims.

5.8. Performance Bank Guarantee

1. Performance Bank Guarantee is governed for supplies and services as follows:
 - a. Bidder shall carry out the Services in conformity with the SA, the RFP, generally accepted professional and technically accepted norms relevant to such Projects and to the entire satisfaction of NMMC.
 - b. In the event of any deficiency in Services, the Bidder shall in the first instance take necessary action to resolve it, at no additional fees to NMMC.
 - c. The Earnest Money deposited at the time of Bid submission would be given back to the Bidder on submission of Performance Bank Guarantee.
2. Bidder shall deposit the Performance Bank Guarantee as follows:
3. The successful bidder shall at his own expense, deposit with NMMC, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized bank acceptable to NMMC, payable on demand (In Mumbai), for the due performance and fulfilment of the contract. Please Refer [Annexure 5](#) of this RFP.
4. The Performance Bank Guarantee should be furnished within 14 Business Days from the date of issue of Letter of Intent and should be valid till 6 months post the Contract Period. In case the Contract Term is extended, the Performance Bank Guarantee should also be extended within 15 days of approval of contract extension and should be valid till 6 months post the Contract Extension Term.
5. This Performance Bank Guarantee will be for an amount equivalent to 5 percent of complete contract value. All charges whatsoever such as premium, commission, etc., with respect to the Performance Bank Guarantee shall be borne by the successful bidder.
6. The Performance Bank Guarantee may be discharged/returned by NMMC upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
7. NMMC shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

5.9. Signing of Contract

SA will be signed as per RFP, after selection of Bidder. NMMC shall have the right to annul the award in case there is a delay of more than 30 days in signing of Contract from the date of issue of Letter of Intent by NMMC, for reasons attributable to the selected Bidder.

5.10. Failure to agree with Terms and Conditions of this RFP

Failure of the successful Bidder to agree with the terms & conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event NMMC may call for new Proposals and invoke the Performance Bank Guarantee.

6. Project initiation

6.1. Overview

1. Subject to the Terms and conditions of the SA, NMMC performing all its obligations to be performed hereunder, the Bidder shall provide NMMC the Services and products defined and described in the RFP (hereinafter referred to as "Services")
2. If any Services, functions or responsibilities not specifically described in the contract are an inherent, necessary or customary part of the Services or are required for proper performance or provision of the Services in accordance with the SA, they shall be deemed to be included within the scope of the work to be delivered for the charges, as if such Services, functions or responsibilities were specifically described in the SA.
3. NMMC reserves the right to modify (add / delete) the scope of work or amend / delete / add any of the terms and conditions in relation to the scope of work and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the scope of work. Any changes to the scope of work will be governed by the Change Control Schedule.

6.2. Agreement Owners

The following personnel are notified as the SA Owners:

1. Bidder(s) should provide their agreement owner details in the format specified in clause 21.1 of this RFP.

2. At the start date of the Agreement, the details of the agreement owner from NMMC are:

Agreement Owner for NMMC
Navi Mumbai Municipal Corporation
Plot 1 & 2, Near Killa Junctions,
Palm Beach Road, Sector-15A,
CBD Belapur-400614

6.3. Contact List

1. The Executive Engineer (EE1) will be the primary contact regarding operation of the SA from NMMC. Similarly, an authorized signatory of the Bidder will be nominated to be the primary contact regarding operation of the SA from the selected Bidder's side. The primary contact from both parties is referred to as the Principal Contact in the SA.
2. Bidder should provide their Principal Contact details in the format specified in [Annexure 2 - 'Company Profile'](#) of this RFP.
3. At the start date of the Agreement, the contact details of NMMC Principal Contacts are:
NMMC Principal Contact:
<<Will be informed to selected bidder>>
4. Any changes to the listed contacts must be communicated and updated prior to the change occurring to the Principal Contact of the other party.

6.4. Commencement and Duration of the Contract

1. The SA shall come into effect on the Effective Date and shall continue, unless terminated earlier in accordance with the provisions hereof, for a period of 5 years after Go-live of the Project. NMMC would eventually decide on one of the following options for managing the Project beyond the Contract Period.
 - a. Replace – Appoint a different agency for undertaking system maintenance beyond the Contract Period through a fresh tender.
 - b. Transfer - The Bidder will transfer the Project including all Assets to NMMC and NMMC will manage the operations on its own.
2. In the eventuality that no such alternate arrangements are in place for managing the Project at the end of the Contract period, the selected Bidder will be required to continue delivering services as required under this Project, at the same terms and conditions, even beyond the Contract period (such period not exceeding 1 year) till alternate arrangement

is done by NMMC to manage the operations. The decision to extend the Contract with the Bidder (if applicable) will be communicated to the Bidder at least 3 months before the expiry of the Contract.

6.5. Statutory Requirements

1. During the tenure of the contract, the Bidder shall refrain from indulging in activities which are in contravention of any law, act and/or rules/ regulations, there under or any amendment thereof governing inter-alia customs, excise, taxes and levies, stowaways, foreign exchange etc. and shall keep NMMC indemnified in this regard.
2. The Bidder will ensure that an updated location-wise list of all assets deployed by the Bidder for the purpose of the Project is available to NMMC at all times. The Bidder will seek NMMC's approval before installing any hardware at any location and will also not alter / change / replace any hardware component deployed for the purpose of the Project without prior consent of NMMC.
3. No party to the SA and RFP shall at any time perform, or omit to perform, any act which it is aware, at the time of performance, shall place the other party in default under any insurance policy, mortgage or lease governing activities at any location provided by NMMC.

6.6. Bidder's Obligations

1. The Bidder's obligations shall include all the activities as specified by NMMC in the scope of work and other sections of the RFP and changes thereof to meet NMMC's objectives and operational requirements. It will be the Bidder's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of the SA, the RFP and the Bid.
2. The Bidder shall ensure that the Bidder's team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under the contract. The Bidder shall ensure that the Services are performed in accordance with the terms hereof and to the satisfaction of NMMC.
3. Except as otherwise provided for herein or with the prior written approval of NMMC, the Bidder and/or Bidder's team shall not:

- a. systematically collect and use any NMMC data, Deliverable, Assets or NMMC contents/contents of services and information, including the use of any data mining, or similar data gathering and extraction methods.
- b. market, sell, or make commercial or derivative use of NMMC data, Deliverable or Assets, NMMC contents/contents of services and information.
- c. publish, publicly perform or display, or distribute to any third party any NMMC data, Deliverables or NMMC contents/contents of Government services and information, including reproduction on any computer network or broadcast or publications media; or
- d. Use, frame, or utilize framing techniques to enclose any portion of NMMC data, Deliverables or NMMC contents/contents of services and information (including images, any text or the layout/design, form or content of any page or otherwise).

6.7. NMMC's Obligations

1. Chief, Information Technology Cell or his/her nominated representative shall act as the nodal point for implementation of the Project and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Bidder, subject to approval of competent Authority.
2. NMMC shall provide requisite approvals to the Bidder from time to time, which may include approval of Project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfillment of the SA.
3. NMMC shall interface with the Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the SA.
4. NMMC shall provide requisite data related to its functioning, facilitate obtaining of approvals from various governmental agencies, in cases, where the intervention of NMMC is proper and necessary.

6.8. Bidder's Team

1. Bidder shall provide and deploy, on the site for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades.
2. The Bidder shall keep NMMC updated with the details of the staff members deployed on the Project. The Bidder will ensure that the roster schedule of all deployed manpower for each day at the required locations is made available to NMMC for view by authorized

NMMC Staff. No change to the deployed manpower shall be done by the Bidder without written approval from NMMC except where such removal and/or replacement becomes necessary due to exceptional circumstances like disability, resignation, termination, death, etc. of the resource.

3. NMMC may at any time request the Bidder to remove from the work / site the Bidder's representative or any person(s) deployed by the Bidder for professional incompetence or negligence or for being deployed for work for which he/she is not suited. The Bidder shall accede to NMMC's request and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of NMMC.
4. The Bidder shall maintain backup staff and shall in the first instance provide replacement of every person removed, pursuant to this section, with a substitute who is equally competent or higher in competence from the pool of backup personnel.
5. In case of change of any staff, the Bidder shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/ takeover of documents and other relevant materials between the outgoing and the new member. The Bidder shall also ensure that such a change does not adversely impact the quality and timelines of the Project. The time for providing replacement staff and time overlap for knowledge transition will be mutually decided by NMMC and Bidder.

6.9. Access to NMMC's or its nominated Agencies' Premises

1. For so long as the Bidder provides services from NMMC's office location on a non-permanent basis and to the extent necessary for the Bidder to provide the services and at no cost to the Bidder, NMMC, shall, subject to compliance by the Bidder with any safety and security guidelines which may be provided by NMMC and notified to the Bidder in writing, provide the Bidder with:
 - a. Reasonable access, to NMMC / NMMC locations for as much time as deemed necessary for delivery of Services as defined in this RFP; and
 - b. Access to office equipment as mutually agreed and other related support services in such location and at such other NMMC location, if any, as may be reasonably necessary for the Bidder to perform its obligations hereunder and under the SLAs.
2. The Bidder shall,

- a. agree that the grant of access to the Bidder to NMMC locations shall be in the nature of a bare license and shall not in any way confer or be deemed to have conferred on the Bidder any right, title or interest whatsoever (whether in the nature of an easement or otherwise) in such locations, office equipment or support services or any part thereof and nothing in these shall be construed as a demise in law of such locations unto the Bidder so as to give the Bidder any legal interest therein. The Bidder shall only have the right to enter upon such locations for the purpose of executing the Project in accordance with the terms hereof.
- b. not part with or create any encumbrances whatsoever on the whole or any part of such locations, office equipment or support services made available by NMMC to the Bidder.
- c. agree that NMMC building locations, where available, from time to time, shall be made available to the Bidder on an "as is, where is" basis by NMMC. The Bidder agrees to ensure that Bidder's team members, do not use such locations, services and items made available by NMMC for:
 - i. the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
 - ii. any act, which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or other intellectual property right, confidentiality or privacy).
- d. at all times, afford access to the Bidder offices, systems, software, hardware, networks, sites, accounts, documents, records, Contracts, materials, staff etc. to NMMC, their authorized officers, representatives, advisors, experts, auditors and monitoring or certifying entities, the representatives of any competent Government authority having jurisdiction over the Project to inspect the roll-out and operation and to investigate any matter within their authority and the Bidder shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

7. Project Management

7.1. Approvals and Required Consents

1. The parties shall co-operate to procure, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approval") necessary for the Bidder to provide the Services. The costs of such approvals and required consents shall be borne by the Bidder.
2. NMMC shall facilitate the Bidder in obtaining the Required Consents wherever NMMC intervention is relevant and necessary. The Bidder shall, however, not be relieved of its obligations to provide the Services and to achieve the service levels even until the Required Consents/ Approvals are obtained if and to the extent that the Bidder 's obligations are dependent upon such Required Consents/ Approvals.

7.2. Reporting Progress

1. Bidder shall allocate a Project Manager who would be a single-point contact for NMMC for monitoring day-to-day progress on the Project. The Project Manager would be required to interact regularly with NMMC to address issues or provide updates on the Project progress. To facilitate this interaction, a Team from NMMC would be constituted by the MC, NMMC. The members of this team will have clearly defined roles. The Bidder's Project Manager will interact with the respective members of NMMC team for the Project. The Project Manager shall be allocated full-time for the Project and will be stationed at Mumbai at least till the time of Project Go-Live.
2. The Bidder agrees not to change its Project Manager without consent from NMMC. In the notified and approved absence of Bidder's Project Manager, the Bidder shall appoint an alternate resource on the Project the role of the Project Manager.
3. The Bidder will deploy a web-based Project Monitoring tool that will allow NMMC to view and monitor the progress of various activities, tasks, resource deployment etc. at various times against planned timelines and targets. The Bidder will ensure that this tool is updated daily to allow NMMC to view the latest developments on the various activities. This tool and the related reporting will be in place within 2 months from the date of signing of Contract with the Bidder and will be available to NMMC till the end of Contract.

4. Besides the monitoring tool, review meetings (weekly till 6 months after Go-live and fortnightly after this period) will be held with NMMC to take stock of the progress made in the Project over the previous week and discuss any issues / challenges being faced by the teams. All-important team members of the Bidder involved during that stage of the Project will be present for these review meetings. Apart from the proposed review meetings, NMMC may schedule any other meetings from time to time. The selected Bidder should ensure that the relevant team members are available for any such meetings scheduled by NMMC. NMMC shall draw the minutes of these meetings to record key proceedings and decisions of these meetings.
5. Weekly status reports on the progress made during previous week, key activities planned in next week, and progress against planned milestones, issues and escalations if any etc. will be submitted to NMMC by the Bidder's Project Manager during the entire duration of Contract.
6. The Bidder agrees that NMMC may change the periodicity of such reports. Formats for such reporting will be discussed and agreed with NMMC at the commencement of the SA.
7. In case the progress of Project falls behind schedule or does not meet the desired requirements for reasons solely and entirely attributable to the Bidder, the Bidder shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements at no additional cost to NMMC.

7.3. Notices

1. All notices, requests, demands and other communications under the SA or in connection herewith shall be given to or made upon the respective parties as follows:

To Bidder:

To NMMC: <Design, Supply/Development, Customization, Implementation, Hosting and Maintenance of Integrated Enterprise Solution for NMMC>

Or to such other person or addresses as any of the parties shall have notified to the others.

1. All notices, requests, demands and other communications given or made in accordance with the provisions of the SA shall be in writing in person by letter or fax or email.
2. Any notice or other document shall be deemed to have been delivered to the other Party:

- a. On the date and time of delivery when delivered in person between the hours of 10.00 AM and 5.30 PM at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours.
 - b. At the date and time of transmission, if sent by fax, provided the fax is accompanied by a confirmation of transmission.
 - c. 3 Business Days from the date of posting if delivered by Post / Letter.
 - d. As and when it is sent from the designated email address of the Party as communicated in the RFP if sent by email or other electronic communication.
3. Either Party to the SA may change its address, telephone number, facsimile number, email address and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

7.4. Commencement and Duration of Service Level Agreement

1. The SLA shall govern the Service levels for the entire Project which shall be signed along with the SA by the selected bidder.
2. The SLA shall be executed along / separately with the SA and commence from the effective date of the SA and shall, unless terminated earlier in accordance with the terms hereof or thereof or unless otherwise agreed by the parties, expire on the date on which the SA expires.

7.5. Use and Upkeep of Assets

During the term of the SA the Bidder shall abide to the following:

1. Procure all the hardware and software assets including enterprise, perpetual software license with software assurance in the name of NMMC.
2. Take all reasonable and proper care of the Assets.
3. Keep all the intangible Assets suitably upgraded subject to the relevant standards as stated in the RFP as at the date the Bidder takes control of and/ or first uses the Assets and during the entire term of the SA.
4. Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets, and which are provided to the Bidder will be followed by the Bidder and any person who will be responsible for the use of the Assets.

5. Take such steps as may be recommended by the manufacturer of the Assets and notified to the Bidder or as may be necessary to use the Assets in a safe manner.
6. Provide a well-prepared documentation for users in the form of a user's manual, a clear plan for training, educating and hand holding the users and shall form part of handholding phase until bringing up the users to use software solution with speed and efficiency.
7. Train the team identified by NMMC, which will be in place during handholding and will be responsible for trouble shooting all post-implementation and maintenance activities.
8. To the extent that the Assets are under the control of the Bidder, keep the Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them.
9. Allow NMMC and any persons duly authorized by it / them to enter any land or premises on which the Assets are for the time being located so as to inspect the same.
10. Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law.
11. Use the Assets exclusively for the purpose of providing the services as appropriate.
12. Not sell, offer for sale, assign, mortgage, encumbrance, pledge, sub-let or lend out any of the Assets.
13. Use the Assets only in accordance with the terms hereof and those contained in the SLAs.
14. Maintain standard forms of comprehensive insurance including insurance for the Assets, data, software, etc. in the joint name of NMMC and the Bidder, where NMMC shall be designated as the 'loss payee' in such insurance policies.
15. Transfer the ownership of the Assets (which shall include the enterprise, perpetual software license with software assurance and solution including the source code and associated documentation which is the work product of the development efforts involved in the Project) to NMMC at the Go-Live date, without any additional cost of transfer.
16. Ensure the integration of the software with hardware at DC and DR in order to ensure the smooth operations of the entire solution architecture to provide efficient services to all the users of the proposed System in an efficient and speedy manner.
17. Obtain a sign off from NMMC or its nominated agency at each stage as is essential to close each of the above considerations.

7.6. Insurance

1. The Bidder should take a specific insurance policy from a Third party for the Project providing insurance coverage against loss of or damage to:
 - a. Equipment or Assets procured or developed or re-used in whole or in part for fulfillment of obligations under the SA.
 - b. The Bidder's Assets and property used in the performance of the services.
 - c. Any documents prepared by the Bidder in the performance of the services.
 - d. NMMC's liability and workers' compensation insurance in respect of the staff of the Bidder / Bidder's team, in accordance with the relevant provisions of the applicable law, as well as, with respect to such staff, any such life, health, accident, travel or other insurance as may be appropriate.
2. The Bidder should take an insurance policy to provide coverage for all risks including the following:
 - a. Fire and Theft Policy.
 - b. Policy for loss or damage to assets due to Force Majeure events like earthquake, rioting, etc. of value equal to the cost of replacement of assets.
 - c. Policy of insurance in respect of claims for personnel injury to or death of any person employed by the selected Bidder and arising out of such employment.
3. The insurance should be obtained specifically for this Project.
4. The Bidder shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods during their shipment from respective manufacturing/shipment site of the OEM to the port of landing.
5. All charges including transportation charges that may be applicable till the goods are delivered at the respective site of installation shall also be borne by the Bidder.
6. NMMC may, at its election, terminate this Agreement upon the failure of System Integrator/ SI, or notification of such failure, to maintain the required insurance coverage. Inadequate insurance coverage for any reason shall not relieve System Integrator/ SI of its obligations under this Agreement
7. The Bidder during the Term of the contract:
 - a. Shall take out and maintain, at his own cost but on terms and conditions approved by NMMC, insurance with financially sound and reputable insurers against the risks, and for the coverage, as specified above where NMMC shall be designated as the 'loss payee' in such insurance policies.

- b. Shall pay all premium in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable.
- c. At NMMC's request, shall provide evidence to NMMC showing that such insurance has been taken and maintained and that the current premiums therefore have been paid.

7.7. Change of Quantities

NMMC will have the option to increase (as per solution requirement) or decrease (to any extent) the quantities of equipment/material to be supplied by the Bidder on this Project. The change in scope of work (increase / decrease) will be governed by the Change Control Schedule mentioned in the RFP.

7.8. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e., the Bidder and NMMC.

7.9. Ownership of Equipment

The Bidder shall transfer ownership of infrastructure, supplied on or in connection with the contract to NMMC at the time of expiry or termination of Contract.

8. Project Acceptance

8.1. Audit, Access and Reporting

1. SI has to conduct a detailed application and Security Audit (STQC) of the system and ensure compliance to all its observations.
2. NMMC/ nominated agencies may carry out routine, random and periodic audits and inspections, by itself or through authorized representatives of the Project / Services related documents, data, locations, accounts, information at its own expense and cost; NMMC/ nominated agencies, shall endeavor to minimize inconvenience and disturbance to the Bidder in the process of such audits and inspections.

3. NMMC/ nominated agencies may carry out non-timetabled audits necessary as a result of an act of fraud by the Bidder, a security violation, or breach of confidentiality obligations by the Bidder.
4. The Bidder shall provide to NMMC/ nominated agencies, or its representatives reasonable access to the employees, third party facilities, including leased premises used for the Project, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. NMMC/ nominated agencies shall have the right to copy and retain copies of any relevant records at its own expense and cost. The Bidder shall extend full support to co-operate with them.

8.2. Verification

NMMC/nominated agencies shall have the right, as shall be reasonably necessary, to verify the following:

1. the security, integrity and availability of all NMMC data processed, held or conveyed by the Bidder on behalf of NMMC and the users and documentation related thereto.
2. that the actual level of performance of the Services is the same as specified in the SLA.
3. that the Bidder has complied with the relevant technical standards, and has adequate internal controls in place; and
4. The compliance of the Bidder with any other obligation under the SA.

8.3. Acceptance Criteria

All Deliverables on this Project shall be reviewed and accepted in accordance with the following procedure:

1. Notification of readiness of the Deliverable shall be given by e-mail by the Bidder
2. Soft copy (by e-mail) and two (2) printed drafts of the Deliverable material shall be submitted to NMMC by the Project Manager of the Bidder.
3. NMMC will review the Deliverables and either accept the Deliverable or provide feedback on changes to be done in writing within a reasonable period of time (2-3 weeks).

4. The Bidder shall make the appropriate revisions and shall resubmit the updated final version to NMMC for their verification and feedback / acceptance. Maximum 3 revisions are allowed per deliverable.
5. The Bidder should strive to submit the Deliverables in parts for getting continuous feedback on the Deliverables.
6. The Bidder should also engage with NMMC on a continuous basis through meetings (weekly till 6 months after Go-live and fortnightly after this period) and periodic workshops to ensure that progress may be reviewed, and feedback provided from time-to-time.
7. The Bidder should plan to submit the draft versions of Deliverables before the scheduled timelines to allow reasonable time for review and acceptance.

8.4. Final testing and certification

The Project shall be governed by the mechanism of final Acceptance testing and certification to be put into place by NMMC, guided by the following principles:

1. NMMC reserves the right to nominate a technically competent agency ("Third Party Assessment / Acceptance Agency") for conducting final Acceptance testing and certification.
2. Such Third Party Assessment / Acceptance Agency will lay down a set of guidelines following internationally accepted norms and standards for testing and certification for all aspects of Project development and implementation covering software, hardware and networking including the processes relating to the design of solution architecture, design of systems and sub-systems, coding, testing, business process description, documentation, version control, change management, security, service oriented architecture, performance in relation to compliance with SLA metrics, interoperability, scalability, availability and compliance with all the technical and functional requirements of the Agreement and the RFP;
3. The testing will be done in the form of Assessment and Acceptance of State-wide rollout. Once the System has been rolled out, the Bidder will notify NMMC so that the system may be assessed by NMMC's Third Party Assessment / Acceptance Agency. The procedure adopted thereafter will be similar to the procedure adopted for Acceptance of pilot.
4. NMMC may get the solution assessed periodically through a Third-Party Assessment / Acceptance Agency even after declaration of 'Go-live' in order to ensure continued success of the Project.

5. The Bidder commits to provide all the requisite support and cooperation to NMMC and the Third-Party Assessment / Acceptance Agency for the completion of this assessment.
6. Such an involvement of and guidance by the Third-Party Assessment / Acceptance Agency shall not, however, absolve the Bidder of the fundamental responsibility of designing, developing, installing, testing and commissioning the various components of the Project to deliver the Services in perfect conformity with the Agreement and e-governance standards, framework and necessary guidelines
7. Irrespective of involvement of the Third-Party Assessment and Acceptance Agency for Acceptance testing and certification, the Bidder agrees that the total responsibility for defect free operations of the System and of meeting the SLAs as laid out in the Agreement and the RFP is of the Bidder.

9. Terms of Payment Schedule

9.1. Payment Terms

1. In consideration of the Services and subject to the provisions of the SA and SLA, the Bidder shall be eligible to receive payments from NMMC in accordance with the Terms of Payment Schedule of the SA.
2. It is clarified here that NMMC will pay for the Services as stated in accordance with the Terms of Payment Schedule and NMMC would also calculate a financial sum and debit the same against the Terms of Payment as defined in the Payment Schedule as a result of the failure of the Bidder to meet the service level defined in the Service Level Agreement, such sum being determined in accordance with the terms of the Service Level Agreement.
3. Except as otherwise provided for herein or as agreed between the parties in writing, NMMC shall not be required to make any payments in respect of the Services other than those covered by the Terms of Payment Schedule.

9.2. Invoicing and Settlement

1. The Bidder will submit its invoices in accordance with the following principles:
 - a. Generally, and unless otherwise agreed in writing between the parties or expressly set out in this SA, the Bidder shall raise an invoice for successful delivery of Services

- on a milestone basis till Go-live and on a quarterly basis after Go-live as per the Payment Schedule defined in Terms of Payment Schedule in this Agreement.
- b. The invoice shall be submitted along with the necessary approval / signoff / acceptance / certification provided by the concerned parties for the respective Deliverables linked with the transactions, failing which NMMC reserves the right to reject the invoices.
 - c. Along with the invoice, the Bidder is required to submit the Deliverables linked with the payment in softcopy and hardcopy formats, as applicable failing which NMMC reserves the right to reject the invoices.
 - d. Any invoice presented in accordance with this Schedule shall be in a form agreed with NMMC.
2. Invoices shall be accurate and all adjustments (if any) to payments to be made to the Bidder shall be applied to the next payment invoice of the Bidder.
 3. Payment for invoices shall be made preferably within 30 days of the receipt of correct and valid invoice by NMMC, which has to be after completion of the said activities, and after obtaining the signoff from NMMC for the required Deliverables and is subject to penalties/ adjustments based on the Bidder's performance. The penalties are imposed on the Bidder as per the SLA criteria specified in [Section 15](#). In case penalties are incurred by the Bidder, the same shall be adjusted in the payment towards invoices.

9.3. Additional Costs

1. NMMC shall make payments to the Bidder at the times and in the manner set out in the Terms of Payment Schedule subject always to the fulfillment by the Bidder of the obligations herein.
2. All payments shall be made after adjustments required for any SLA based penalties.
3. No invoice for extra work / charge order on account of change order will be submitted by the Bidder unless the said extra work / change order has been authorized / approved by NMMC in writing in accordance with Change Control Schedule of the RFP.
4. NMMC shall make payments after withholding tax deductible at source as appropriate.
5. The prices should be mentioned without any qualifications whatsoever and should include all taxes, duties, fees, levies and other charges as may be applicable in relation to the activities proposed to be carried out.

9.4. Currency of Payment

Payment shall be made in Indian Rupees only.

9.5. Taxes and Statutory Payments

1. The Bidder shall bear all personal / income taxes levied or imposed on its staff, vendor etc. on account of payment received under the contract. The Bidder shall bear all income/corporate taxes, levied or imposed on the Bidder on account of payments received by it from NMMC for the work done under the contract.
2. NMMC or its nominated agencies shall be responsible for withholding taxes from the amounts due and payable to the Bidder wherever applicable. The Bidder shall pay for all other taxes, duties or levies in connection with the SA, SLAs, and any other Project Engagement Definition including, but not limited to, property, sales, use, excise duty, value-added, goods and services, consumption and other applicable taxes, duties or levies.
3. In the event of any increase or decrease of the rate of GST tax, the consequential effect shall be to the account of NMMC.
4. In the event of any increase or decrease of any other tax, levies, currency exchange rates etc. due to any statutory notification(s) during the term of the SA, the consequential effect shall be to the account of the Bidder.

9.6. Liquidated Damages

1. In addition to the penalty as mentioned in the SLA, liquidated Damages will be levied on the Bidder, in the event of the Bidder:
 - a. Failing to meet the milestones provided for in the SA,
 - b. Failing to perform the responsibilities and obligations as set out in SA to the complete satisfaction of NMMC or any of its nominated agencies,
2. NMMC shall be entitled without prejudice to its other rights and remedies, to deduct from the price payable to the Bidder and also to encash the Performance Bank Guarantee, provided the total amount recovered does not exceed the Total Contract Value, whichever is higher.
3. In the event of delay or any gross negligence in implementation of the project before Go-Live, for causes solely attributable to the Implementation Agency, in meeting the

deliverables, the Purchaser shall be entitled at its option to recover from the Implementation Agency as agreed, liquidated damages, a sum of 0.5% of the value of the deliverable which suffered delay or gross negligence for each completed week or part thereof subject to a limit of 10% of the total contract value. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Purchaser under the contract and law.

9.7. Payment Model & Schedule

Payments shall be made to the Bidder as per the following Model & Schedule:

T= Date of Signing of Contract/ Work Order

S. No.	Payment Schedule	Payment in terms of Total Contract Value (TCV)
Milestone Based Payment for Software Development, Customization, Implementation & Training Scope of work		
1	SRS & FRS Sign off	10% of IMPLEMENTATION COST
2	System Development	10 % of IMPLEMENTATION COST
3	Migration of the Legacy Data	10 % of IMPLEMENTATION COST
4	Completion of UAT	30% of IMPLEMENTATION COST
5	Pilot rollout and training	15% of IMPLEMENTATION COST
6	Application / Security Audit	10% of IMPLEMENTATION COST
7	Project Go-live and Acceptance of rollout	15% of IMPLEMENTATION COST
Quarterly Payment (OPERATION AND MAINTENANCE COST in 20 Installments)- Cloud Hosting and Maintenance Scope (The payment related to cloud services will be directly paid to account of Cloud service provider as per empanelment GR)		

1	<p>Application Maintenance Support for five years post Go-Live</p> <p>Includes product upgrades and maintenance, hosting support and dedicated manpower support for a period of 5 years along with dedicated Manpower. The maintenance period would commence Post- Go-Live</p>
2	<p>Hosting and Maintenance Support for five years post Go-Live</p> <p>Includes underlying platform (Database, OS, VM etc.) upgrade, product upgrades and maintenance, hosting support and dedicated manpower support for a period of 5 years along with dedicated Manpower. The maintenance period would commence Post- Go-Live</p>

Note:

- 1 The Billing period of Hosting & maintenance Cost would begin after Go-Live.
- 2 Payment for Implementation costs above shall be made module wise upon hitting payment milestone specific to that module.

10. Project Introduction

10.1. Need for the Project

There has been an increasing recognition of the role of 'e-Governance' in Government with implementation of Information & Communication Technologies (ICT).

A need has been felt to adopt a holistic approach to address the requirements of the citizens mainly with relation to functions in the corporation.

1. to strengthen the citizen interfaces with the corporation.
2. to enhance the efficiency and effectiveness of the corporation
3. to provide better interface with various stakeholders involved with NMMC.
4. to provide integration with other departments and service providers.
5. Provide for information sharing and transparency.
6. Provide web-based services to the citizen so that they can access NMMC services anywhere, anytime via in-person, mobile, web, etc.

7. To provide contactless service delivery to the citizens

In order to realize the benefits of e-Governance fully, it is essential that a holistic approach is adopted that includes processes re-engineering and standardizing key functions of the administration of the corporation and creating a sustainable and secure mechanism for sharing information

10.2. Vision, Goals and Objective of the Project

10.2.1. Vision

“To strengthen civic governance and broaden the public participation by leveraging ICT opportunities for sustained improvement”

10.2.2. Goals of the Project

In line with its vision, the project has defined a number of Goals that include:

1. Corporation Facing:
 - a. Bringing about improvements in efficiency and effectiveness of business processes/functions of the Corporation.
 - b. Instituting a mechanism of result-based monitoring and evaluation.
 - c. Ensuring economy (cost efficiency) in the design and implementation of the project
 - d. Improving the system for decision making with respect to planning and delivery of municipal services to the citizen and within.
 - e. Ensuring effective project management to track progress.
2. Citizen Facing
 - a. Significantly improving the Quality of Services provided by the Corporation
 - b. Transparent, effective and efficient service delivery to the Citizen
 - c. More service delivery channels for hassle free service for Citizen
 - d. Defined service level for timely delivery of services to the Citizen

10.2.3. Objectives of the Project

To measure the objective of the project outcomes in terms of Specific, Measurable, Achievable, Realistic and Time bound (S.M.A.R.T), measure has been envisaged for the project. Table below summarizes the proposed measurable outcomes against the key objectives of the project:

Objectives	Key Measures	Illustrative Targets
Citizens (Quality of Service)	<ul style="list-style-type: none"> Minimizing the number of customer visits Reducing the time required to request the service Reducing the time required to deliver a service Reducing the costs associated with a service Reducing the time spent by the customer to follow-up and track the progress of the requested service More channels for availing services Services and information availability at citizen's dashboard 	<ul style="list-style-type: none"> Annual independent citizen survey/ feedback for a period of five years from the time of go-live with maximum satisfaction level with respect to meeting specified service levels Providing the citizen services defined service level
Corporation (Process efficiency and effectiveness)	<ul style="list-style-type: none"> Setting up new revenue streams Reducing cost of processing Transactions Delivering intangible benefits Enhancing existing revenues 	<ul style="list-style-type: none"> Increase in Corporation revenue year on year basis Integrated activities among departments
Policy makers (Decision making support system)	<ul style="list-style-type: none"> Sharing the performance information with State and Central Governments. Periodic review about the policies 	<ul style="list-style-type: none"> Integrated Corporation Administration system

Objectives	Key Measures	Illustrative Targets
Service providers/suppliers (M & E of Quality of Service)	<ul style="list-style-type: none"> Service Level Agreements (Internal & External) 	<ul style="list-style-type: none"> Deployment of a system for meeting the requirements for improved quality of services.
Programme Office (Progress tracking)	<ul style="list-style-type: none"> %age of customers of each type using e-Governance services % Of Corporation services transformed into e-Governance % Of transactions of each service executed electronically 	<ul style="list-style-type: none"> increased % wise use of services by accessing various channels year on year from go-live

Additional Objectives are reckoned below:

1. Provide better information and service delivery with speedy access.
2. Increase government transparency with systemized monitoring.
3. Reinforce political credibility and accountability
4. Ensure satisfied citizen interaction and corporation participation
5. Customers online, not in line.
6. Increase government staff productivity
7. Reduce overhead from fewer offices and less paper management
8. Facilitate the corporation to network with all zones and circles
9. Simplification and streamlining of the procedures of each department through comprehensive process reengineering.
10. Bring the services of the Government closer to the doorsteps of citizens through **“One Click Interaction”**

10.2.4. Stakeholders of Project

It is an accepted paradigm that e-Governance interventions should bear its inception from the needs of the stakeholders. The major stakeholder in the department is the citizen. As a result, all

efforts of streamlining the processes of the department to improve the service standards through IT enablement should take due cognizance of the expectations of the stakeholders.

The other dimension of e-Governance is the G2G element where the department aims to benefit from e-Governance by increasing its own efficiency and competency to elevate its service delivery standards. The objective behind introducing eGovernance is to effectively deliver services to the citizens in minimum time leveraging the use of ICT and concomitantly increase its own internal efficiencies.

The purpose of stakeholder involvement analysis is therefore to assess the overall project environment and to help identify key persons, groups or institutions with an interest in the project or program and assess how their interests may affect its success.

The key stakeholders are identified and assessed the importance of key people, groups of people and institutions which are significantly influencing the public services, internal & external activities of NMMC. Therefore, the major stakeholders of NMMC are categorized as follows:

1. Citizens & Other primary beneficiaries,
2. Government & Ministries (Local / State / National),
3. Business Organizations (Vendors & Customers),
4. Employees (Corporation / Departments)

Primary Stakeholders	Secondary Stakeholders	External Stakeholders
<ul style="list-style-type: none"> • State Government & Ministries • Elected representatives of the corporation • Citizens • Service Beneficiaries • Neighborhood Groups • Ward Committees • Ward Sabhas • Municipal Staff 	<ul style="list-style-type: none"> • Organized Labor • ICT Vendors & Businesses • Application Providers • Businessmen & Traders • Contractors & Vendors • Allied Departments • Society/Residential Societies • Registered Planners 	<ul style="list-style-type: none"> • Service Pensioners of Corporation • Hospitals & Schools • Registered Planners • Media Groups • Experts & Analysts • Real Estate • Developers

Stakeholders Expectations

The pain areas & expectations of the stake holders are captured in the below table:

S. No.	Stakeholder	Pain Areas	Expectations
1	Government / Employees	<ul style="list-style-type: none"> • Unable to extract accurate information on time • Tracking of arrears for collection • Minimal interdepartmental interaction • Tracking of files • Humongous volume of data • Large citizen interactions • Minimal storage for old records 	<ul style="list-style-type: none"> • Real time accurate data access • Should be able track the demand collection balances • Integration between departments • Information for taking strategic decisions • Efficient tracking mechanism • No duplication of process • Effective governance mechanism
2	Citizens	<ul style="list-style-type: none"> • Delay in services • Inadequate transparency • Less accountability 	<ul style="list-style-type: none"> • Single point of contact • Speedy process • Greater accessibility •
3	Contractors / Supplier / Vendor	<ul style="list-style-type: none"> • Delay in payment • Less transparency • Significant follow up for payment release 	<ul style="list-style-type: none"> • Faster release of payment • Minimal follow up of payment • Mechanism for informing the requirement in advance
4	Corporation	<ul style="list-style-type: none"> • Large process with duplication • Monitoring the financial and • physical progress of the services 	<ul style="list-style-type: none"> • Reengineer the process effectively

S. No.	Stakeholder	Pain Areas	Expectations
5	Elected Representatives	<ul style="list-style-type: none"> • Too many levels of file movement • Tracking of fund utilization difficult 	<ul style="list-style-type: none"> • Better governance mechanism
6	Traders	<ul style="list-style-type: none"> • Delay in process • Lack of transparency 	<ul style="list-style-type: none"> • Single point of contact • Speedy process • More assessable
7	Registered planners	<ul style="list-style-type: none"> • Delay in process • Lack of transparency 	<ul style="list-style-type: none"> • Single point of contact • Speedy process • More assessable
8	Financial Institution	<ul style="list-style-type: none"> • Unable to extract accurate information on time 	<ul style="list-style-type: none"> • Real time accurate data access

10.3. Roles & responsibilities of the stakeholders

10.3.1. System Integrator

Following are the responsibilities of the SI but not limited to.

1. Program Planning and Management
2. The SI shall customize and implement application
3. The SI shall develop and deploy additional functionality that is scoped under the project
4. Application Hosting in data center and maintaining the availability
5. Capacity building
 - a. Awareness and Sensitization of benefits of IT along with the application-level training
 - b. Trainers Training
 - c. System Administration and Support Training
 - d. Handholding supports all the offices of NMMC for 6 months
6. Change management

7. Utilization Statements/ Progress Reports
8. Data Migration
9. Integration with existing and external applications
10. Helpdesk Support
11. Operations and Maintenance for 5 years

The SI shall be held responsible for the outcomes of the program and their payments would be linked to the progress of the project as well as the outcomes of the program. The payment schedule will be based on achieving milestones of the Project as well as on accomplishing those milestones with predefined SLAs and Standard.

10.3.2. Navi Mumbai Municipal Corporation

The Navi Mumbai Municipal Cooperation is responsible for the following activities.

1. Selection of the bidder
2. Issue of the LOI to the successful bidder
3. Contract signing with selected bidder
4. Policy Directions and Guidance for successful execution of the Project,
5. Creating a supporting environment for the success of the project
6. Timely Release of Payments to SI as per contract
7. Review and Approval of project deliverables defined as part of the implementation
8. Final Acceptance of the solution
9. Approval of various Project Components and Functionalities to be covered in the Project
10. Review progress of the Project
11. Ensure proper Training arrangements
12. Ensure deployment of appropriate handholding personnel
13. Other important policy and procedural issues
14. Assign a SPOC/Nodal Officer
15. Facilitate various interdepartmental approvals, if required, for the smooth implementation of the project

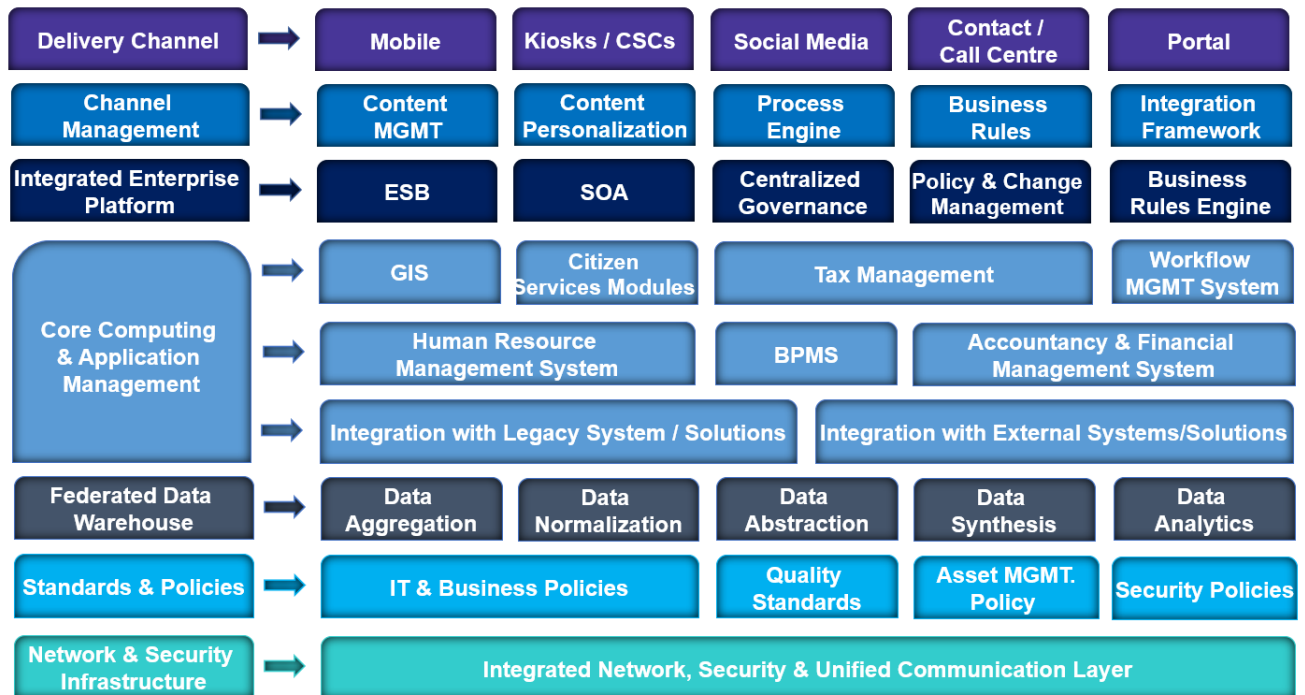
10.3.3. Project Management Consultant

Project Management Consultant Team is engaged to support the implementation of e-Governance in NMMC in the following areas:

1. Overall project planning and management in collaboration with NMMC includes planning, supervising the overall progress of the project, monitor conformance with the timelines, budgets and service levels.
2. Review the scope and technical solutions covering all components provided by the SI
3. Facilitate Acceptance testing
4. Perform structured transition and rollout
5. Post-deployment reviews
6. Confirm and monitor service levels through the engagement with the SI through periodic reviews
7. Monitor the implementation of the project according to the project plan and report to the NMMC
8. Assess the progress of the implementation and recommend to NMMC on release of funds to the SI

10.4. Project Approach

Solution Architecture



10.5. Key Features

In order to manage the functions and services of all the divisions in an efficient and integrated manner, the proposed solution envisages seamless integration amongst various components of the solution. All the external stakeholders of NMMC (citizens, consultants, clients, etc.) will access the applications through portal using internet, while all the staff members of NMMC will access the applications through internet via secured VPN.

The implementation is a large and a very important initiative aimed at automation of all the core functions and internal workflow of NMMC. The bidder shall need to clearly understand that the desire of NMMC is not to create a mere IT Solution but an information infrastructure that will expand, integrate and enhance the functional needs of NMMC and other stakeholders. The design of such a comprehensive solution requires the judicious use of technology combined with foresight and a desire to create a best-in-class solution.

Various technology standards to be a part of the proposed solution have been elaborated below:

1. **Service Fulfillment** – The objective of the proposed system is to perform the internal functions and deliver the services from initiation till completion through electronic channels (as far as possible). Accordingly, processes have been reengineered so that a stakeholder is able to access the system, perform the required task which may involve single or multiple back-end application interactions and fulfill the work requirements through the integrated solution.
2. **Single-Sign On** – The Solution shall enable single-sign-on so that any user once authenticated and authorized by system is not required to be re-authorized for completing any of the functions in the same session. For the employees of NMMC, the browser-based application accessed through single-sign-on mechanism will provide access to specific or all applications depending on their roles and responsibilities. Similarly, for external users, based on their profile and registration, the system shall enable single sign on facility to apply for required information, checking details or status of applications/ projects, submit applications, make payments, submit queries/ complaints etc. The single sign on should be integrated with active directory at NMMC and should be across all additional application of NMMC.
3. **Support for PKI based Authentication and Authorization** – The solution shall support PKI based Authentication and Authorization, in accordance with IT Act 2000 or revised time to time, using the Digital Certificates issued by the Registration Authorities (RA) that are approved by the NMMC. In particular, PKI based authentication and authorization shall be implemented by the selected vendor for officials / employees involved in processing key G2B and G2C services, including issuance of notices, receipts and approvals.
4. **Open Standards** - Keeping in view the evolving needs of interoperability like inter departmental dependency / coordination for most of the functions of the NMMC etc., it has been proposed that the solution shall be built on Service Oriented Architecture (SOA).
5. **Scalability** - One of the fundamental requirements of the proposed solution is its scalability. The architecture shall be proven to be scalable (cater to increasing load of internal and external users and their transactions) and capable of delivering high-performance for at least five years from the date of deployment. In this context, it is required that the application and deployment architecture shall provide for Scale-Up and Scale-out on the various components of the solution including Application servers, Web Servers and Database Servers.

6. **Accessibility**-The IES shall be accessible through mobile and other handheld devices. and the pages shall adjust suitably as per the devices and be responsive. There are certain functions within the department that may require access to the system through multiple channels like Tablets, PDA, Smart Phone, etc. The bidder shall design a solution that shall enable such access through devices with ease and is user friendly. Some but not exhaustive functions through the above-mentioned devices are: Approve, View, Upload, Download, Reject, Add, Delete, Cancel, Edit, etc. The solution should be browser independent.
7. **Tablet / Smart Phone Application** – Apart from the Accessibility from Handheld device (Tablets, Phones etc.) the system Integrator will develop a Mobile Application. The NMMC Mobile App will allow the users with mobile devices to work on certain modules even when they are offline. It will allow users to synchronize with the system when they are back online. Functionalities such as timesheets, Approvals, Email approvals, Business Analysis should be available on Mobile & tablets. The SI will have to provide or build the NMMC Mobile App with an end-to-end MAM (Mobile Application Management) functionality. The MAM solution should provide the ability to remotely: control the provisioning, updating and removal of mobile applications. The MAM should consist of features like: Single Sign On, OTP authentication, Data Security, App usage restriction based on idle timeout, Push Services, Crash Log Reporting, App Updating, App Version Management, App Wrapping, etc. To monitor, manage, secure and support these devices, the SI will have to provide MDM (Mobile Device Management) functionality. The MDM implementation should be deployed through Central remote management. It should allow an administrator at the data center (PDC) to use an administrative console to update or configure any one handset, group or groups of handsets. The MDM implementation should also use the Open Mobile Alliance (OMA) specified platform-independent device management protocol called OMA Device Management. The SI needs to develop the necessary app/interface as per directions and requirements of the Department.
8. The overall solution should be based on the concept of One Web, i.e., it should be able to render properly on all type of devices of all sizes like Laptops, Desktops, Mobiles, Tablets, across all type of browsers etc.
9. Guidelines for development of e-Governance Applications (GudApps) 2017. This guideline focuses on development of quality e-Governance Applications (GudApps). It addresses the issues related to data quality parameters, user interface, and report design, authentication and software frameworks. The bidder should refer these guidelines while

developing IES system and ensure compliance to the same. Any deviation should be discussed with department and take necessary approvals.

10. **Native Integration-** Integrated solution shall provide implementation, administration and operational tool seamlessly integrated with the entire solution. The solution shall have all the core functions as natively integrated applications on a single interoperable open platform and not the integration of multiple products in an overlapping middle ware.
11. **Integration with Third Party-** The bidder shall integrate the Software solution with any third-party application as and when required as a part of this RFP. Further, the bidder shall provide complete documentation and handholding support during exit management to the incoming vendor to help them understand the integration interfaces and the existing integration already done. The following integration related guidelines shall be followed while designing and developing the IES Application:
 - a. Use of open or industry standard based message exchange protocols to ensure interoperability between participating systems.
 - b. As much as possible use of portable data and exchange protocols like XML and Web Service, etc.
 - c. Ensure guaranteed delivery of messages by capturing the acknowledgment or confirmation of delivery and receipt of messages.
 - d. Ensure integrity of data-in-transit through public network.
 - e. Proper error handling mechanism and message resend capability.
12. Ability to view failed messages and reason for their failure.
13. Ensure proper Auditability and accountability of exchange of data between NMMC and other systems.

11. Detailed Scope of Work

11.1. Scope of Project

The proposed RFP for Design, Supply/Development, Customization, Implementation, Hosting and Maintenance of Integrated Enterprise Solution for NMMC is a comprehensive project which envisages end-to-end computerization and automation of NMMC's functioning. This approach enables NMMC to use data from its various divisions in an integrated and the most optimal way and carry out its functions efficiently and effectively delivering services to its stakeholders.

The scope of the SI includes the following but not limited to.

S. No	Category	Task/ Activity
	I. Design, Develop, Deploy and Implement Software Application	
1	Requirement Gathering, Preparation of SRS, HLD, LLD, SDD	<p>The SI must clearly understand the requirements and propose a solution which helps in meeting the specific requirements of NMMC.</p> <ul style="list-style-type: none"> — As-is process mapping — To-Be process recommendations <p>SI shall assist NMMC in Business Process Re-engineering</p>
2		Carry out a Systems Study to prepare Systems Requirements Specification (SRS) document based on the Functional Requirements Specifications (FRS).
3		Creation of High-level Design (HLD), Low Level Design (LLD) documents, Software Design Documents (SDD) /Process Design Report meeting all the Technical requirements of the NMMC incorporating all the functional specifications and standards

S. No	Category	Task/ Activity
4	Design of Solution	<p>The selected SI shall develop on the Functional Requirement Specifications (indicative but not exclusive) provided in this RFP and prepare documents regarding each Process Flow. The SI shall perform the following tasks:</p> <ul style="list-style-type: none"> • Documents regarding each Process Flow • Design of Application • Design of Workflow with well-defined business rule for the application • Design of Dashboards and Comprehensive reports as required by the client • Design of Application Architecture, Network & Security Architecture, Logical and Deployment Architecture • Design of Integration methodology • Design of Quality Assurance Plan & Methodology • Design of Security Policy • Design of Transition policy and Plan, during and at the end of the tenure of the agreement or termination of the agreement
5	Development of Software	<p>Development of the software / Customization of COTS product, in accordance with frameworks and standards based on the specifications finalized through the Documents regarding each Process Flow and Solution design.</p> <p>API shall be provided for integration with other softwares. Developed software shall be Integrable with future /</p>

S. No	Category	Task/ Activity
		emerging technologies (e.g., AI/ML/Blockchain), Govt. applications like DigiLocker etc.
6	Supply of MS Office Licenses	Supply, Install and configure 600 quantity of MS Office 365 Business standard license under subscription model for 5 years.
7	Environments	<p>SI shall be responsible for creation / configuration of Development, Test, UAT and production environments.</p> <p>Machines for development purpose shall be arranged by contractor with no additional cost to NMMC.</p> <p>SI shall be responsible for configuration of DR.</p>
8	Software Testing, Go Live and 3rd Party Certification	Unit Testing, Integration Testing, System Testing (including Performance Testing, Load Testing), Functional Testing
9		User Acceptance Testing
10		STQC Certification for the application
11		Go-Live to a set of pilot users of NMMC including the Program Managing agency appointed by NMMC for intensive scenario-based testing
12	Project Management for Application	Project Management Services and Preparation of Integrated Project Plan
13	Development Services	Creation and maintenance of Requirements Traceability Matrix

S. No	Category	Task/ Activity
14		End-to-end project documentation and creation of manuals
15		Plan for Identification and mitigation of risks.
16		Maintenance of proper risk register
	II. Hosting of Solution	
17	Cloud Services	The bidder shall host the solution in the external data center and shall provide the services as mentioned in the RFP. The bidder shall follow MeiTy Guidelines for Procurement of Cloud Services. The bidder shall select one of the MeiTy empaneled agencies to meet all hosting related requirements of the NMMC project.
18	DC DR Automation	The SI shall provide DC DR Automation Management functionality.
	III. Change Management, Capacity Building and Handholding Support	
19	Training	The Bidder is required to train/retrain the designated technical and end-user staff / vendors to enable them to effectively operate the system and shall undertake Change Management interventions as necessary to achieve project objectives.
		Departmental and Selected End-User Training. Training should also encompass “training the trainer”.
20	Change Request Management	The bidder shall implement standard change control processes. The bidder shall provide necessary tools to track the implementation of change requests.

S. No	Category	Task/ Activity
	IV. Data Migration	
21	Data Migration / Data Entry	<p>The Bidder is also responsible for migrating / uploading of all the information/ data available in the existing applications to modified system. Bidder shall validate the data in the existing applications and migrate the data to the integrated Enterprise Solution of NMMC.</p> <p>The details of data migration for all modules as per data element, data type, availability, frequency is to be documented.</p>
	V. Operational Maintenance for Software	
22	Support & Handholding for a period of 5 years after implementation	<p>Application Solution Management and Post Implementation Support Services</p> <ul style="list-style-type: none"> — For Application Software — For RDBMS / Application Server / Web Server at Data Centre
23	Exit Management & Transition Services	<p>Capacity Building – Plan and Implementation</p> <p>Exit Management Plan</p> <p>Plan for Transfer of Source Code including necessary trainings and supporting documents to ensure NMMC to manage the system independently</p>

Inception Report

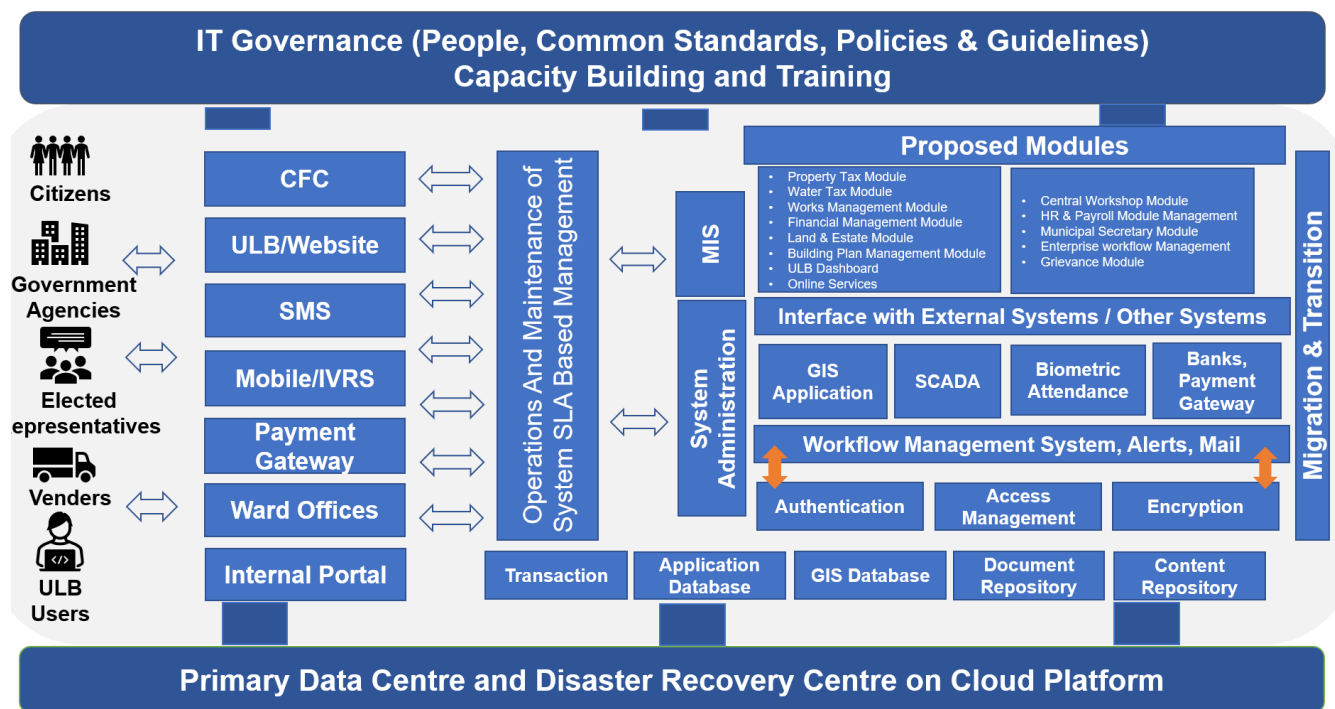
The SI shall submit an Inception Report for project implementation which will serve as a foundation document for the overall project. The Inception Report shall include the overall project

plan and the plan for individual phases along with detailed tasks. The acceptance of the inception report by NMMC is essential for proceeding with the implementation of the project. The System Integrator 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 System Integrator 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 NMMC to the System Integrator 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
- 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

11.2. IT software and applications for service delivery and operations

The component covers all software, applications and other related aspects which are required for functioning of the proposed system. Bidder is expected to design a comprehensive ICT solution and implementation plan for the project with consent of NMMC. The following sub-components are expected to be covered under this component at the minimum. Bidder may add additional components as felt necessary or as directed by NMMC to achieve the functional requirements detailed out in this RFP.



The detailed functional requirement specifications for above modules are listed in [Annexure – 9 of this document](#). The functionalities given in this document are only for reference purpose. The bidders are expected to provide over and above the functionalities and finalize after discussing the same with department.

The solution developed must integrate with other city initiatives being planned by the government and IoT framework (Internet of Things) and integrate with Command-and-Control Center.

All modules shall have the functionality to seamlessly integrate with each other and act as integrated solution.

11.3. Functional coverage

The scope of software and applications to be covered by the bidder includes all processes, functions and activities being carried out by NMMC. This will include but not limited to:

1. Citizen centric operations such as property tax transactions, trade licenses, online services, water billing and others.
2. Backend operations such as Accounting HRMS including pension, payroll, leave management, biometric attendance integration and others.
3. Integration of Property Tax module with GIS enabled Solution
4. Workflow management consisting of all workflows of ULB departments.
5. Enterprise level BI/DW solution capability
6. Payment gateway platform
7. SLA monitoring
8. Single sign-on with OTP based authentication
9. Designing and developing necessary interfaces as required for seamless integration with other systems to get required information
10. Any other additional modules or components, if required for functioning of solution as per requirements specified by NMMC or its nominated agency.

A key component of the project is development / customization and implementation of a comprehensive integrated IT solution to support various service delivery processes and functions of NMMC as identified in this RFP. The newly developed solution/system should have necessary amendments/ upgrades / modifications that may be required in future, also taking into account any change in Rules/ Acts or any relevant notifications by NMMC from time to time relating to any services envisaged. These components have been elaborated in the subsequent sections within this RFP. Various subcomponents within are:

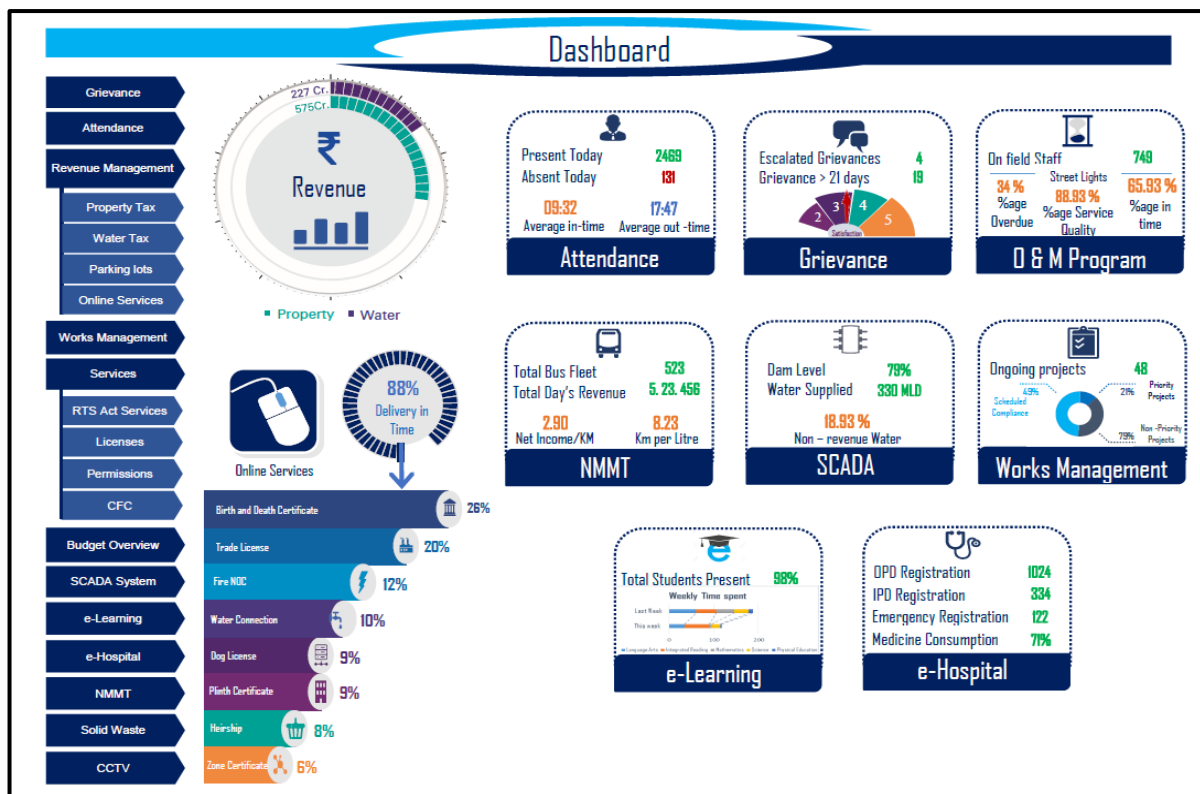
11.3.1. ***Communication channels and communication devices***

1. Web-Portal for registered users of NMMC including citizens, vendors, elected representatives, government agencies and NMMC employees
2. Provision to integrate data from Handheld devices which may be used by various NMMC users in future for carrying out respective operations such as property tax collection and water tax collection etc.

3. SMS and Email interfaces to enable push-pull services through these mediums
4. Provision for citizen payment services through banks and service providers.

ULB Dashboard (Illustrative)

The bidder shall provide customized real time dashboards for the senior management. This shall enable key decision-making process of the senior authorities. An indicative representation of the dashboard expected from the solution is given below,



11.4. Application Customization and Implementation

In close coordination with NMMC and based on the Preliminary Project Plan included in the bid, the System Integrator shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as below:

1. Project Organization and Management Plan.
2. Design and Development plan
3. Pilot Implementation plan
4. Pre-commissioning, Operational and User Acceptance Testing Plan

5. Training Plan
6. Risk Management Plan
7. Task, Time, and Resource Schedules
8. Post-Warranty Service Plan
9. Technical Support Plan
10. Quality Assurance and Control Process details which must include (but not limited to) detailing on Metrics, Reviews, Problem Reporting and Corrective action etc.
11. Data Migration Plan

11.4.1. Business Requirement and process study

The bidder shall do a Business Requirements Study for each department of NMMC. The As-Is processes and To-Be processes of each of these department will be provided to the selected System integrator. Though enough care has been taken to include all the processes, there could be more processes which may need to be captured by the bidder.

The System Integrator is expected to capture the detailed reporting requirement of NMMC Departments based on discussions with the Departments.

The System Integrator shall also identify the customizations/ workaround that need to be made to the IES product & submit a Business solution Blueprint, Solution Architecture and Gap Analysis document. The document will indicate the additions/ modification that need to be made to the business processes if any in view of the IES implementation.

It is the responsibility of the System Integrator to demonstrate the best practices available in the proposed IES and how these best practices affect and can be implemented in the existing business processes.

System Integrator shall prepare Detailed System Requirement Specifications (SRS) detailing processes for all modules based on functional and Quality-of-Service requirements mentioned in this RFP and also additional requirements as may be identified in consultation with the Department during the requirement study phase. The system integrator shall prepare the SRS in line with the below mentioned guidelines.

1. The bidder shall capture the re-engineered processes based on the Standard Industry Practices and incorporate all the requirement of NMMC. The customization involved in

the re-engineering of the processes shall be minimal with limited use of Bolt-On applications as required.

2. Study the requirements of NMMC for the overall project in terms of efficient handling of back-end operations, effective delivery of services to its stakeholders, service levels etc.
3. Document the requirements of NMMC in the form of SRS document, Design documents, mapping of proposed solution with the requirements of NMMC & suggesting necessary customization and workaround for Bolt-On applications.
4. The SRS document shall be accompanied with a detailed Use Case Document of all the processes and functions of NMMC in line with the minimum requirements specified in the FRS.
5. The bidder shall submit all the documents in both hardcopy (5 sets of hard copies) as well as softcopy to NMMC.
6. The SRS shall have the following minimum details:
 - a. List of all forms, registers and reports with their contents.
 - b. Screenshots, prototypes of the system to be developed
 - c. List of all validations/ internal controls applicable.
 - d. List & format of MIS reports to be generated.
 - e. List of Standards followed or to be followed
 - f. Detailed process flow of the entire Business Logic.
 - g. List of all data elements and database requirements.
 - h. Details of interfaces/ integration both external & internal, hardware & software.
 - i. System and processes for capturing attributes of Service Level Agreement (SLA) measurements.
 - j. Various attributes of the application and the mechanism to manage the SLA's.
 - k. Details of all tools & technologies to be used.
 - l. Integration/ interface requirement with other Departments and external agencies such as Project Management Consultancy, Contractors, Banks, etc.
 - m. Mechanism for clearly identifying the sources of various types of problems and their mitigation thereof for the entire IES project
 - n. Assumptions, dependencies & constraints.
 - o. 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.

7. The bidder shall also prepare a Requirements Traceability Matrix (RTM) mapping the requirements specified in the FRS with the sections dealing with those in the SRS. The template for preparing the SRS has to be approved by NMMC before it is used to document the SRS.
8. The SRS approved by NMMC will form the baseline for all subsequent phases of application development and deployment from an Application requirements perspective (e.g., for testing, identifying "change" to requirements etc.). Detailed Collaboration and class diagrams also to be prepared.

11.4.2. Develop / Supply, Installation, Configuration & Customization

The bidder shall be required to Supply/develop/customize, host and maintain the solution for the project. The bidder is expected to deploy the solution and keep the customization development to the minimum to meet the requirements of NMMC.

The Functional Requirement Specifications of the proposed solution have been detailed in the Annexure. While an indicative set of requirements is provided in the RFP, the bidder is free to suggest improvements to the requirements indicated based on industry standards and good practice. Non exhaustive list of software modules which bidder will implement as a part of this project is as follows:

- 1 Financial Management
- 2 HR & Payroll
- 3 Content Management System
- 4 Works Management Module
- 5 Asset Management
- 6 Admin Module
- 7 Solid Waste Management
- 8 Water Management
- 9 Grievance
- 10 Online Services
- 11 Property Tax
- 12 Portal
- 13 Land & Estate
- 14 Disaster Management

- 15 Garden
- 16 Social Welfare Development
- 17 Permissions
- 18 Town Planning

Non exhaustive list of other Modules to be integrated is as below-

- 1 BI Tools
- 2 Healthcare
- 3 eLearning
- 4 CCTV
- 5 Transport
- 6 Mobile Application
- 7 SCADA
- 8 Smart Parking
- 9 Legal Management System
- 10 Property Survey and Analysis Project (PSAP)
- 11 Project Tracking Management – integration with works management module
- 12 Letter file management system

All the modules shall be available with interactive UI as and when required by NMMC. The System Integrator must implement the above-mentioned functional modules as per the identified business needs of NMMC. In addition, the functions will be supplemented by technology support as indicated below:

- 1. Enterprise Portal
- 2. Workflow Management

The bidder shall be responsible for:

- 1. System Integrator is responsible for the procurement of IES user licenses as well as any other software bespoke development required for successfully implementing and managing the IES System on the name of NMMC.
- 2. Based on the approved System Requirement Specification, the System Integrator will undertake the system configuration and customization. NMMC intends to implement standard IES functionality as far as practically possible. However, the same should

meet the requirements of the FRS document as well as the requirement gathered during the Requirement study. NMMC may agree to modify the requirement mentioned in FRS document in light of suggestions made by System Integrator. However, NMMC completely reserves the right to agree or not to agree to any changes suggested by System Integrator. The implementation methodology and approach have to be based on the global best practices in order to meet the defined Service Levels during the operation.

3. NMMC has made best efforts to define major functionalities for each of the department. The functional requirements are mentioned in Annexure of this Section. These functionalities are indicative and based on the present business process which may undergo changes by the time of Award of Work Order to the System Integrator as well as during the execution of the project based on the detailed System Requirement study conducted by the System Integrator. All such identified changes shall also form part of the desired functionalities and shall be included in the scope of work for IES implementation without any additional financial implications during the implementation period. The System Integrator may, if so required, include the additions or modules to fulfill the requirements.
4. System Integrator has to carry out the integration of the IES with other applications / solutions and new plug-in modules or third-party devices etc. to meet the requirements of NMMC.
5. System Integrator has to design and implement the requisite user authorization as well as other IT security controls, for the entire solution. Finally approved/accepted solution will be delivered as "System Configuration" document and the same should be implemented at locations that are identified within the scope of this project.
6. All forms, reports & MIS, as per users' requirements, shall be incorporated in IES implementation. All required procedures, policies, delegation of powers pertaining to NMMC shall also be incorporated in business rules of proposed IES by the System Integrator.
7. Supply, customize, host and maintain the IES (keeping the customization and workaround for Bolt-On applications to the minimum) as per the requirements of NMMC. The bidder shall ensure that the Best Practices for Software Development are used during the software development/ customization/ configuration and implementation phase.

8. The bidder shall be solely responsible for arranging any software tools required during the development of the software application at his own cost and NMMC in no case will be responsible for arranging any such software/ tools.
9. Supplying and implementing the database and related software, integration tools and describing the process to be followed for installing the same.
10. The bidder shall ensure the validation of the IES deployed from the OEM of the solution to ensure that the best possible solution /specifications /methodology has been used for implementation of the given solution. This validation shall cover (but not limit to) Hardware sizing, Certification of Installations, System Integration, Solution quality and Certification of System Performance (to maintain SLAs) before Go-live.
11. Integration of all the application modules for seamless sharing of data across all divisions/ locations of NMMC.
12. To provide Interactive User Interfaces and dashboards for all Modules and sub modules without any extra cost to NMMC.
13. A standard methodology shall be adopted for Software Engineering, covering the entire SDLC (Software Development Life Cycle)
14. The software solution shall be Unicode compliant to support both English and Marathi.
15. The bidder shall consult NMMC while developing the user interfaces/ prototypes and design the interfaces as per NMMC's requirement.
16. The bidder shall ensure that the application shall be accessible through legacy applications and shall be able to take input from heterogeneous environment.
17. The protocol for communication including data formats and the exact mechanism of data transfer with participating entities/ stakeholders has not been explicitly defined in this RFP and the bidder shall capture these during the requirements gathering phase and ensure that all of these are documented as part of the SRS document.
18. Developed/ Customized/ Configured Solution (COTS products) shall, if any:
 - a. Comply with the latest statutory and regulatory requirements. Enhancements shall be provided by the bidder to comply with the latest regulations as and when they are released.
 - b. Ensure data security and data integrity.
 - c. Support delegated administration or creation of local administrators for user management.
 - d. Shall work on a browser client without installing any software on the client.

- e. Shall provide for a drag and drop GUI based tool for configuring and customizing workflows. The two-way communication between the stakeholder entities and the IES shall ensure that the following minimal requirements are taken care off:
19. Two-way handshaking so that each participating entity knows the status of data delivery.
 - a. Point to Point encryption of the data during transit.
 - b. Digital signing and time-stamping of data being sent out to the requesting entity so as to ensure non-repudiation;
 - c. Sharing of information using open formats or XML (based on NMMC requirement) as a form of structuring the data; there shall be individual schema requirements for each stakeholder with whom the data shall be shared; these requirements shall be worked out by the bidder on a case-to-case basis.
 - d. Web Service is a popular media for creating service-oriented architecture for sharing information with stakeholders. NMMC intends to adopt this approach for all real-time interactions, but it is the discretion of the bidder to decide on the mechanism of interaction in case the situation (such as the participating division's readiness and the underlying infrastructure) so requires.
 20. With respect to Solution Development/ Customization/ Configuration the bidder needs to perform (but not limited to) the following activities:
 21. Implementation of workflow with well-defined business rule for the application.
 22. Generation of graphical and statistical reports, charts, etc.
 23. MIS Reports: The bidder shall be required to provide/ facilitate centralized MIS reports to meet the reporting requirements of NMMC using the MIS Reporting Tool. The bidder will also ensure anytime-anywhere availability of these MIS reports. For the MIS reporting system, the bidder will ensure that:
 - a. The MIS system shall be able to export the report data to industry standard read-only formats, word processing, spreadsheet etc.,
 - b. The MIS reports shall be dynamic in nature and shall provide the user the freedom to select the data fields as per his/ her requirements,
 - c. The books of accounts and other statutory reports shall be available for internal audit team as well as other agencies, if required.
 - d. The bidder shall map the default reports of the selected IES with the actual requirements of the project and will develop the additional reports which are not available as part of IES,

- e. The bidder shall also develop any other MIS reports required by NMMC or its stakeholders from time-to-time without raising any change control.
- 24. Dashboard – The bidder shall provide customized real time dashboards for the senior management. This shall enable key decision-making process of the senior authorities.
- 25. The bidder shall submit a 5-year product roadmap for the proposed COTS product, if any.
- 26. The proposed Application System shall come along with customized source code for the NMMC application. Customized Source code shall be part of deliverable without any pre-condition. The rights of the source code of the customized version of the COTS product and/or the bespoke application shall lie with NMMC
- 27. The Development/ Customization/ Configuration completion report shall include minimum of the following:
 - a. Source code (soft copy)
 - b. Report formats (soft copy)
 - c. Test script (soft copy)
 - d. Database (soft copy)
 - e. Data digitized, converted, Migrated (soft copy)
 - f. Executable file (soft copy)
 - g. Download link / Access to OEM portal
 - h. Others relevant documents deemed necessary.
- 28. Carry out the intermediate and final testing of the configured solution and obtaining sign-offs from HODs of various divisions and the Project Implementation Committee (PIC).

11.4.3. Application Testing

The System Integrator shall design the Testing strategy including Traceability Matrix, Test Cases and conduct testing of various components of the IES configured/ customized for NMMC. The IES testing shall at least include Unit Testing, System Integration Testing, Regression Testing, Usability Testing, Performance Testing, User Acceptance Testing (UAT), Concurrency Testing, Security Testing, etc.

The System Integrator shall obtain the sign-off from NMMC on testing approach and plan (inclusive of Test cases). The System Integrator shall perform the testing of the solution based on the approved test plan, document the results and shall fix the bugs found during the testing.

Though NMMC is required to provide formal approval for the test plan, it is the ultimate responsibility of the System Integrator to ensure that the end product delivered meets all the requirements of the IES implementation specified by NMMC in this bidding document.

At least the following activities will be carried out by the System Integrator as part of the Application Software testing:

1. The System Integrator shall prepare the solution testing procedure for conducting test on various modules of the IES including the Test cases. The software testing shall include Unit Testing, System Integration Testing, User Acceptance testing, Performance Testing (Full Load/ Stress Test), Integrity Testing, Security & Access Control Testing etc.
2. The System Integrator shall obtain the sign-off from NMMC on the testing approach and plan.
3. The System Integrator shall demonstrate to NMMC that the solution meets all the functional & technical requirements as per the RFP including FRS and To-Be document as well as the requirements finalized during the requirement gathering activity done by System Integrator.
4. The System Integrator shall test the integration of the cross-function modules as well as the external applications based on the approved testing procedure.
5. On successful completion of the Integration test, the System Integrator shall conduct the Full load/ Stress test using suitable tools in accordance with the approved test plan. These tools have to be provided by System Integrator.
6. After implementing a bug fix or new change request, the system shall be tested again by the System Integrator to check whether any new bug has been introduced or not. In Regression Testing, the application shall be tested as a whole after each update or change in the software.
7. The System Integrator shall provide and ensure all the necessary support for the conduct of the User Acceptance test by the identified employees of NMMC who are responsible for day-to-day operations of the functions automated through the IES. The System Integrator shall share the test cases and demonstrate the testing procedure to the identified employees.
8. The System Integrator shall fix the bugs/errors found during the testing, document the results of the testing and submit a report to NMMC.
9. The cost of software licenses and any automation tools required for testing shall be borne by the System Integrator.

10. The System Integrator shall submit a responsibility matrix highlighting the primary and secondary responsibilities of developer, tester, test manager, user department, etc. in Testing

11. User Acceptance Testing (UAT)

The department shall form different user groups for the purpose of UAT. These user groups would test the application and the results of all the above-mentioned tests submitted by the IA will be considered to ascertain the functionality of the application. Once the defined acceptance criteria are completely met, SI shall take a formal sign off from the group for acceptance of each module. Based on the sign off and user feedback, department would issue UAT certification to the SI for that particular module/ sub-module. The SI shall submit the Test Strategy, Test Plan and test Metrics to NMMC.

The Test Strategy document (prepared once for the project) shall include –

- i. Objectives of testing and the activities that will serve to meet these objectives
- ii. Contents of the tests (which characteristics are to be tested and which are not)
- iii. Defining priority levels and severity levels
- iv. Associated documents (such as the project plan, overall quality assurance strategy, other project documents) being referenced
- v. Resource staffing and allocation (hardware/software/personnel) for testing
- vi. Test stages and cycles
- vii. Selection of suitable testing methods
- viii. Test management (defect reporting, defect management & triaging)
- ix. Release environments and test tools used for testing.

The Test Plan document (prepared for every change/enhancement/patch) shall include –

- i. Scope of testing within the context of the project
- ii. Test systems and objects to be tested with priority levels

- iii. Impact analysis in the system landscape – This shall include the identification of risks, either positive or negative, analyze the risk, the probability of the risk occurrence and its impact and the plan to control or mitigate the risk
- iv. Criteria for interrupting and terminating testing, as well as acceptance criteria for each test stage i.e. Entry / Exit Criteria
- v. Testing roles and responsibilities

Testing Metrics

The following metrics shall at least be captured and reported for the project on a periodic basis as defined by NMMC

Test Activity	Metrics	Description
Test Preparation	Scripting Productivity	Number of test cases scripted / person-day
Test Execution	Execution Productivity	Number of test cases executed / person-day
Defect Status	Quality of solution	Number of defects / per test cases Number of defects / per day Number of defects outstanding / Number of defects resolved
Test Closure	Defect Freeness	Number of defects detected in Test phase + Number of defects detected in Production
Test Closure	Defect Rejection Ratio	Number of Valid Defects detected in Test Phase / Number of Valid and Invalid (Rejected and Duplicate) defects detected in Production

11.4.4. Quality Review and Security Audit

NMMC shall form a team for conducting the Quality Review of the implementation of the proposed solution. This team will consist of

1. Nominated employees of NMMC
2. Project management consultant
3. Representative of IES OEM (To be arranged by the System Integrator) (Applicable in case of COTS solution proposed by SI)
4. Quality control supervisor of System Integrator

The core responsibility of the quality review team will be as follows:

1. Review the project plan
2. Review the Business Blue printing/ SRS document
3. Review the test plan
4. Review the test results
5. Review the Go-Live readiness

The System Integrator is also required to conduct following testing and audit of the entire IT Infrastructure (Software and Hardware) as part of final acceptance through a Cert-In empaneled vendor that will cover the below mentioned.

1. Application Testing & Assessment
2. Application and Network Security Audit

The System Integrator shall obtain 'Safe-to-Host' certificate from CERT-in empaneled organization before deployment of the application. Thereafter at regular interval i.e. every year System Integrator may appoint a CERT-in empaneled third-party agency to conduct the security audit. The detail scope of audit will be finalized at the time of finalization of preparation of test cases. The System Integrator shall be responsible for complying with the suggestions made in the periodic security audit report and shall submit the action report to NMMC within 15 days of receiving the report. The IA needs to update the system in response to any adverse findings in the report, without any additional cost to the department. The department may also depute auditors to conduct security check/ vulnerability test/penetration test. All necessary security certificates such as SSL etc. should be procured and installed by the SI.

The SI shall take rigorous provisions to prevent unauthorized alteration or damage to the application and all related applications and databases. SI shall provide basic level of security by providing the end users with username and password to access the applications with OTP authentication login. SI shall deploy the application only after it has undergone User Acceptance Testing (UAT) and is security audited by the department for Vulnerability Assessment (VA) and Penetration Testing (PT). The UAT shall also include assessment and evaluation of all application SLA's. However, SI shall undertake and conduct all sorts of testing and follow a standard Software Testing Life Cycle approach (STLC) before deployment of application in a Production Environment in addition to assessment and certification through NMMC

11.4.5. Data Digitization and Migration

Migration of the data from the legacy systems to the new system will include identification of data migration requirements, collection and migration of user data, collection and migration of master data, collection and migration of documentary information, and migration of data from the legacy systems.

The SI shall perform the migration from the existing systems / applications to the newly developed integrated application. The data migration to be performed by the SI shall be preceded by an appropriate data migration need assessment including data quality assessment.

The data migration strategy and methodology shall be prepared by SI requires a formal approval from NMMC. However, it is the ultimate responsibility of SI to ensure that all the data sets which are required for operationalization of the agreed user requirements are migrated. Any corrections identified by NMMC or any appointed agency, during Data Quality Assessment and Review, in the data migrated by SI, shall be addressed by SI at no additional cost to NMMC. So far as the legacy data is concerned, they are either available as structured data in the IT systems that are currently used by NMMC for related work. Almost all of such data items relevant for NMMC Operations are maintained at all the head office of NMMC.

11.4.6. Data Migration Requirements

Following requirement must be met by the vendor for Data Migration.

1. Mapping should be done between the different data sources after the approval of NMMC, as there could be structural difference in the currently stored data.

2. To carry out the migration of legacy electronic data to the New System.
3. To provide with the checklists of the migrated data to NMMC for validation, including number of records, validations (where possible), other control/hash, and total highlighted errors, abnormalities and deviations.
4. To incorporate corrections as proposed.
5. To get initial sign off from NMMC for migrated data.
6. At the end of migration, all the data for old applications must be available in the new database.

11.4.7. Scope of Data migration

The SI is also responsible for migrating all the information/ data available in the existing applications of NMMC to the newly developed integrated system as part of the implementation in all the locations of NMMC. SI shall validate the data in the existing applications and migrate the data to the new system. The approximate volume of data that's needs to be migrated is about 920 GB.

11.4.8. Methodology of Data Migration

Data migration methodology will comprise the following steps, explained as below. However this is just a guideline for data migration effort and the SI will be required to devise its own detailed methodology and get it approved by Nodal Officer of NMMC.

1. Analysis: Analysis of the legacy data and its creation, conversion, migration and transfer to the proposed new data base schema will be started during the scoping phase and shall take a parallel path during the design and development phase of the application. It will cover the following steps:
 - a. Analyze the existing procedures, policies, formats of data in lieu of the new proposed system to understand the amount of the data and the applicability
 - b. Write a specification to create, transfer and migrate the data set
 - c. Document all exceptions, complex scenarios of the data
 - d. This phase will generate the specification for Data Take on routines.
2. Transformation: Transformation phase can be commenced after integration testing phase. It will entail the following steps:
 - a. Identify the fields, columns to be added/deleted from the existing system

- b. Identify the default values to be populated for all 'not null' columns
 - c. Develop routines to create (Entry if any by data entry operators), migrate, , old database (if any), computer records to the new database
 - d. Develop test programs to check the migrated data from old database to the new database
 - e. Test the migration programs using the snapshot of the production data
 - f. Tune the migration programs & iterate the Test cycle
 - g. Validate migrated data using the application by running all the test cases
 - h. Test the success of the data take-on by doing system test
3. Data Take-on: Take-on phase will be initiated when the proposed solution is ready to be deployed. It will entail the following steps:
- a. Schedule data transfer of the computerized data that has been newly created by the data entry operators based on the hard copy records.
 - b. Schedule data transfer of the existing digital data in the proposed new format
 - c. Migrate the data from an old system (legacy) to the envisaged database
 - d. Test on the staging servers after the data take-on with testing routines
 - e. Migrate from staging servers to production servers
 - f. Deploy and rollout the system as per the project plan

11.4.9. Additional Guidelines for Data Migration

- 1. SI shall formulate the "Data Migration Strategy document" which will also include internal quality assurance mechanism. This will be reviewed and signed off by NMMC prior to commencement of data migration.
- 2. SI shall incorporate all comments and suggestions of NMMC in the Data Migration
- 3. Strategy and process documents before obtaining signoff from NMMC
- 4. SI shall perform mock data migration tests to validate the conversion programs.
- 5. SI shall ensure complete data cleaning and validation for all data migrated from the legacy systems to the new application.
- 6. SI shall validate the data before uploading the same to the production environment.
- 7. SI shall generate appropriate control reports before and after migration to ensure accuracy and completeness of the data.

8. SI shall convey to NMMC in advance all the mandatory data fields required for functioning of the proposed solution, and which are not available in the legacy systems and are required to be obtained by NMMC.
9. In the event it is unable to obtain all the mandatory fields as conveyed by SI, SI shall suggest the most suitable workaround to NMMC. SI shall document the suggested workaround and sign-off will be obtained from NMMC for the suggested workaround.
10. SI shall conduct the acceptance testing and verify the completeness and accuracy of the data migrated from the legacy systems to the proposed solution.
11. NMMC may, at its will, verify the test results provided by SI.
12. Historical logs should be maintained by the system

11.4.10. Data Quality

The Agency shall perform the Data Quality Assessment for the Data migrated by SI to the system. The errors/gaps identified during the Data Quality Assessment shall be addressed by SI before moving the data into production environment, which is a key milestone for Go-live of the solution.

Deliverables

1. Data Migration Strategy Report
2. Data Migration Report (after completion of the migration) for sign-off

11.4.11. Project and Product Documentation

The System Integrator will provide detailed final system documentation for reference to NMMC. System Integrator shall prepare the final User Manuals incorporating details of all menus and functionality provided by the System. NMMC expects the following (not limited to) in the form of product documents. In addition, the System Integrator will provide ongoing product information for reference purposes and to facilitate self-education for NMMC Personnel. Key documents required are:-

1. Business Blueprint and Revised process documents consisting of granular details of each functional activity and any changes (if any) after the implementation
2. Detailed Design document detailing technical architecture (application, network, and security)

3. Database infrastructure architecture, including clustering/ mirroring, backup & recovery strategies, defining data structure, data dictionary as per standards laid down by Government of India/ Government of Maharashtra.
4. Data Architecture, interface architecture and integration architecture. Appropriate load balancing and clustering techniques should be adopted by the Selected SI in the Solution design for meeting the requirements of the RFP
5. Configuration Documentation: consisting of system setting and parameters for each function modules.
6. Requirement Traceability Matrix Document
7. User Manual including system instruction and use cases, running of a program to perform specific task in the system with sample reports, screen formats, details of menus & instructions on how to perform specific tasks in the system using screenshots etc.
8. Any other documentation required for usage and maintenance of implemented solution at each location like Technical Manual, Installation Guides etc.
9. Quality Assurance Plan stating the planned actions to ensure satisfactory delivery conforming to functional and technical requirements of the project
10. Test Plan containing information on the software test environment to be used for independent testing, the test cases to be performed, and the overall testing schedule. This includes schedule, resources, tools, procedures, environment definition, test cases, and software test results.
11. Operations Manual providing instructions for installing the application, troubleshooting, interpreting message logs, and FAQs (Frequently Asked Questions)
12. The System Integrator shall provide minimum five hard copies and two soft copies on the above-mentioned manuals.
13. The System Integrator shall submit the system documents including the Functional Specifications & Technical Specification
14. The System Integrator shall prepare & submit the System Administration manual indicating the system settings for each module
15. System Integrator must ensure the provision of Toolkit/ Troubleshoot guides and Learning Management system for every component of the Application/ System software as well as IT infrastructure.
16. Communication Plan listing all stakeholders in the project, defining their roles and responsibilities
17. All documents shall be submitted with proper document control and versioning

18. Minutes of Meeting, Agenda, Proceedings and tracking of decisions during the entire implementation period shall also be maintained by the System Integrator

11.5. Training and Capacity Building

The System Integrator shall conduct Training Needs Analysis of all the concerned staff and draw up a systematic training plan in line with the overall project plan. The trainings shall be provided at NMMC premises as fixed by NMMC

11.5.1. Training and Capacity Building Requirements

Capacity Building is a highly critical component of NMMC. The objective of NMMC Capacity Building (CB) initiatives is to equip the direct users and other stakeholders of NMMC with the right skills, and knowledge to optimally use the IT solution being implemented.

Every user group would have a separate Pre and Post Implementation Training. The Training program would be split into series of sessions for different user groups and across functional areas of the IES.

The System Integrator shall be responsible for the following activities as part of the End User and Train the Trainer Training:

1. Develop overall training plan including formation of user groups and classifications
2. Develop Location-Wise Training Schedule, Curriculum, and Training Material for NMMC Staff
3. Develop self-learning Modules- Video Tutorials
4. Deliver training to end users including carrying out the training effectiveness evaluation
5. Measuring the Effectiveness of Knowledge Transfer.

11.5.2. Training and Capacity Building

The Bidder shall conduct Training Needs Assessment of all the concerned staff and draw up a systematic training plan in line with the overall project plan. The trainings shall be provided at NMMC premises as fixed by NMMC. The following activities need to be performed by the bidder as part of Training Documentation:

1. Defining overall training requirements in consultation with NMMC

2. Preparation of training plan, schedule etc.
3. Make provision of self-guided online training modules accessible over web or offline.
4. Plan and impart training for trainers.
5. Preparation of training guides/user manuals for the application and installation manual and administration manual.
6. Documentation to be provided to NMMC in electronic medium and Booklet in binding form.
7. Bidder is required to provide training manuals and interactive video tutorials/Self Learning training modules for all the IES modules and applications of the customized solution as per the NMMC requirements. The manuals should be updated as and when features/functionalities in the system changes.
8. Based on the skills of the users, the bidder has to provide comprehensive training, recommend approach for the same.
9. Bidder is required to provide application software training to end user. The classroom trainings can be provided in NMMC premises. All these trainings would happen post Go-Live of the application.
10. Every user group would have a separate Pre and Post Implementation Training. The Training program would be split into series of sessions for different user groups and across functional areas of the IES.
11. Bidder is required to deliver training to end users including carrying out the training effectiveness evaluation
12. The onsite trainer at NMMC is required to provide trainings to all users at any location as required by NMMC.

Following is the Indicative Training Schedule for classroom trainings:

Training for (Indicative Only)	Period of each Training Session (Indicative Only)
Senior Management	One day
Middle Management	Two days
Other Senior Personnel	Two days
Other End Users	Two days
Architect/ Users	Three days

User Group	Training Requirements	Mode of Training	No. Of Training Sessions
Senior Management	Application usage	One-to-One	10
All division heads, Sub heads, MC, AMC	MIS report analysis, Query/Search generation, Employee Self Services		
Middle Management	Application usage	Classroom	20
Nodal Officers, Section Officers, Desk officers	MIS report analysis		
	Query/Search generation		
	Data Validation		
	Employee Self Services		

User Group	Training Requirements	Mode of Training	No. Of Training Sessions
Other Senior Personnel Assistants, Admin staff, Clerks, Stenographers etc.	Application usage Query/Search generation System start-up/shutdown Procedures Issue resolution processes Employee Self Services	Classroom, self-learning	20
Other End Users Ancillary Staff (Peons, drivers, janitors etc.)	Application usage Query/Search generation System start-up/shutdown procedures Issue resolution processes Employee Self Services	Classroom, self-learning, user manuals	20

11.6. User Support and Maintenance of IES for 5 years

11.6.1. Application Monitoring and Compliance to SLAs

It is the responsibility of the System Integrator to:

1. Monitor NMMC's IES /application on a day-to-day basis to ensure that it functions reliably.
2. Monitor application to ensure that the application does not suspend, hang etc.
3. Monitor components, including but not limited to, Application servers, Web Servers, Middleware and other Servers on an ongoing basis to ensure smooth functioning of the applications.

4. The System Integrator shall ensure compliance to uptime and performance requirements of IES as indicated in the SLA and any major changes to the software shall be planned accordingly by the System Integrator for ensuring the SLA requirements.
5. Ensure the accuracy and timeliness of data uploaded as received.
6. Resolve and report the data discrepancies to the designated NMMC persons.
7. The System Integrator shall submit a document on the performance of the IES application against the desired SLA on a Quarterly basis.
8. The bidder should provide tool for SLA management and monitoring.

11.6.2. Application Support and integration with future systems

The scope of System Integrator covers the following activities:

1. Enhancement / modifications with respect to new / enhanced / enriched functionality
2. It should ensure an easier integration of 3rd Party Applications using web services or APIs including but not limited to future emerging technologies like AI, ML, Blockchain Etc.)
3. Ensure the desired functioning of the Interface / integration
4. Test scripts preparation and interim application testing
5. Application installation and testing whenever required
6. Modification / development of reports
7. Provide technical support on system parameters and requirement for NMMC's Enterprise Applications Software
8. Manage the database administration according to the agreed standards.
9. Present relevant information and training if applicable and necessary regarding the use and functions of new products and services to a defined number of relevant Users designated by NMMC.
10. Provide handholding support to end users in carrying out the business process transactions.
11. Providing APIs and helping the third party for integration with GIS map for populating estate and property tax modules data, Payment Gateway Platform and other module related data.

11.6.3. Contingency Plans for Application & Data Recovery

The bidder should follow MeiTty Guidelines for Procurement of Cloud Services.

11.6.4. Bugs / Fixes Management

Bugs or Fixes Management is an important activity and based on the severity level, it becomes highly critical. As the parties involved are Users / functional team members of NMMC, Application providers and System Integrator, SLAs may not be directly defined. System Integrator commits involvement in resolution on 'best of efforts' basis as per requirements. Following are the steps involved:

1. Problem definition
2. Context definition (through functional teams as per requirements)
3. Request Analysis by System Integrator
4. Priority Categorization
5. Logging with OEM and tracking to resolution
6. SI shall provide Service Request tool for tracking of SR / Issues

The System Integrator shall address all the errors/bugs/gaps in the functionality offered by the IES (vis-à-vis the FRS) at no additional cost during the operations & maintenance period (i.e. 5 years from the date of final GO-Live). The System Integrator shall identify and resolve application problems such as system malfunctions, performance problems, data corruption etc. due to which the IES is not able to give the desired performance

The System Integrator shall be responsible for the following:

1. Updating all available patch/ updates to the IES.
Application of patches, testing and rollout to production shall be done from time to time upon approval of NMMC.
2. providing handholding support to end users
3. Ensuring proactive and timely support in identification and provision of solutions including OEM Support for resolution.
4. Timely logging of Bugs/Problems
5. Daily / Weekly / Monthly Status Reports to NMMC & other Project Stakeholders

11.6.5. Software Change and Version Control

1. The System Integrator shall define the Software Capacity Building & Version control process and obtain approval for the same from NMMC.

2. The System Integrator shall maintain version control and configuration information for any system documentation and application software.
3. Any changes/customizations to the IES application performed/ identified within the period of six months post “Go-Live” are not to be considered as separate Change Requests and hence are to be carried out by the System Integrator at no extra cost.
4. All configuration changes or minor customizations to the IES application which don't involve the creation of any new development object (even if identified after the stabilization period of six months post “Go-Live”) are not to be considered as separate Change Requests and hence are to be carried out by the System Integrator at no extra cost.
5. Only those major functional customization changes (requiring more than 3-man months effort) in the solution which have neither been mentioned in the FRS, nor included in the To-be functional solution and have not been proposed within six (6) months from “Go Live”, shall be carried out through a separate Change Control Note/Notice (CCN) prepared by the System Integrator. The effort & cost estimates shall be based on the man-month cost quoted by the System Integrator for Design, Configuration, Customization and Extension (New Modules) of IES System in the commercial quote. This cost per man-month shall remain unchanged during the contract period
6. Changes in the application software which are mandatorily required for complying to any of the predefined SLA requirements, FRS or To-be Functional solution cannot be treated as a separate Change Request, and hence are to be completed by the System Integrator at no extra cost
7. All Change Requests submitted by the System Integrator shall contain an effort estimate, which would be discussed with and approved by NMMC. NMMC may ask the System Integrator to provide justification using standard methodology such as Function Point Analysis or any similar method.
8. All changes during the stabilization or support & maintenance phase shall be subjected to the comprehensive & integrated testing by the System Integrator to ensure that the changes implemented in the system meets the desired and specified requirements of NMMC and doesn't impact any other function of the system.
9. The System Integrator shall submit a Quarterly Report on the changes performed on the application and resolution of malfunctions carried out by the System Integrator
10. Troubleshoot all possible problems, monitor erratic behavior through the Application Logs.
11. All planned changes to application systems shall be coordinated within established Change Control processes to ensure that:

- a. Appropriate communication on change required has taken place
 - b. Proper approvals have been received
 - c. Schedules have been adjusted to minimize impact on the production environment
12. For any changes to the software, System Integrator shall submit a document indicating proposed changes, impact to the system in terms of functional outcomes/additional features added to the system etc.
13. The System Integrator is required to obtain approval from NMMC for all the proposed changes before implementation of the same into production environment and such documentation is subject to review at the end of each quarter of operations & maintenance support.
14. The System Integrator is required to keep all such documentation up to date to reflect the latest enhancements/modifications made to the application. All documentation should be prepared as per latest industry standards and should incorporate necessary version control mechanism.

11.6.6. Maintenance of Configuration Information & System documentation

The System Integrator will provide detailed final system documentation for reference to NMMC. System Integrator shall prepare the final User Manuals incorporating details of all menus and functionality provided by the System. NMMC expects the following (but not limited to) in the form of product documents mentioned at clause 5.2.6.

11.6.7. IT Refresh Policy

The SI shall follow the guiding principles for Refresh / Replace policy of components that are given below, which would be valid for the entire contract duration:

- 1 The SI shall replace / refresh the components during those instances which may have an impact on the overall performance and accordingly may trigger SLA breach.
- 2 No 'End of Sale/End of Service/ End of Support/' user-end equipment / component should be bought by the SI (OEM must certify that the proposed user-end equipment is not End of Support). Once End of Support is announced, transition strategy shall be defined by the SI so that all replacement happens at least six months before 'End of Support'.

- 3 When handing over hardware and software components for this project, at end of contract period, SI shall ensure that no equipment or component is having 'End of Support' for a period less than one year.

11.6.8. Hardware Upgrades and Software Updates

Any required version/software /hardware upgrades, patch management, etc. shall be the responsibility of the System Integrator for the entire contract period at no extra cost to NMMC. The required upgrade for the entire stack has to be implemented within six months of release/general availability including –

- 1 Supply, installation and maintenance of the updated/upgraded versions of software
- 2 Rectification of bugs/ defects if any
- 3 Fine tuning of the application, as and when required
- 4 Maintenance of the application
- 5 Re-installation of software/application/database whenever required

12. Cloud hosting and Integration

It is the responsibility of the Bidder to provide on Cloud services such as compute, storage, software, supporting IT components via a Cloud Service Provider (CSP) required at the Data Centre/ DR as part of this bidding document. The bidder shall follow MeiTy Guidelines for Procurement of Cloud Services. The bidder shall select one of the empaneled agencies to meet all hosting related requirements of the NMMC project.

It should be noted that the Bidder is expected to procure Cloud hosting services to run the application and network as per the requirement and SLA of the RFP documents. In case, it is identified that certain components are required but not quoted by the Supplier, he will procure the same free of cost.

1. All the software used for NMMC shall be licensed to NMMC and will be the property of NMMC. The licenses shall be perpetual.
2. All the data created/captured under this project shall also be the property of the NMMC.

12.1. Hosting the Solution

1. The proposed solution is to be hosted on MeiTy Empaneled Cloud as per the MeiTy Guidelines for Procurement of Cloud Services. The Bidder is responsible for hosting of this solution and all correspondences with the Cloud Infrastructure Service Provider.
2. The bidder needs to ensure that appropriate sizing is done for storage and maintenance of the application for use to all users for the duration of the contract. Due to dynamic data sizes, the storage needs to be scalable with a provision to add disk space on the fly.
3. All software licenses should be perpetual and should be procured on the name of NMMC. All software updates and patches should be done by the bidder.
4. The Bidder shall provide all the utilization reports as generated by the Cloud Service Provider for billing purpose. The payment to the bidder would be done at actuals on quarterly basis.

12.2. DC DR Automation

1. The proposed solutions shall provide automated failover of applications and dependencies based on expected RTO to the DR site

2. The proposed solution should be capable of understanding the application-level interdependencies and also the prioritization of application recovery tiers to ensure Application availability at DR during disaster situations
3. The proposed solution shall showcase the Business service availability and integration with IT in real time hierarchy shown and the cascading impact of disruption on multiple business services along with financial impact.
4. The proposed solutions shall have workflows to recover all the layers of a business application
5. The implementation shall have no or minimal interruption to the current production environment. Minimal interruption to the system shall only be applicable over the weekend or public holidays subject to the system
6. The proposed solution shall support agent-less scanning of servers, databases, clusters, and replication infrastructures to detect HA/DR risks and vulnerabilities based on vulnerability signatures of the solution
7. The proposed solution shall provide a web-based console which can be used to view key aspects of DR solution like RPO, RTO, provide reports/evidence of compliance to RPO/RTO, and conduct DR drills/recovery with a real time alert mechanism for any deviations in the monitored parameters.
8. The proposed replication solution shall be able to replicate from multiple sources to multiple destination files/folders and nested files & folders
9. The proposed replication solution shall maintain primary & Disaster Recovery Equivalence. The solution should support monitoring files, DB, Applications, and Firewall policies, and Patch updates between production and DR site
10. The proposed replication solution shall restart replication after a break from last successful replicated point
11. The proposed replication solution shall replicate only portions of the file that have changed
12. The proposed replication solution shall have the ability to provide alerts when specific files change on production systems
13. The proposed replication solution shall support one-to-many and many-to-one configuration with bandwidth compression / optimization
14. The main management server of the proposed solution shall have a mechanism to have a real time replication with no impact on the production in case the main management server fails.

15. The proposed solution shall be able to integrate and compatible with existing production and DR infrastructure (hardware and software including clusters) for e.g. IBM, CISCO, Hitachi, NetApp HCI Nutanix etc.
16. The proposed solutions shall have feature to integrate people contact information for Call Tree Management
17. The solution shall have integration with LDAP/Active Directory for authentication and also single sign on authentication mechanisms including CyberArk, ARCOS, PAM etc.,
18. The proposed solution should be capable of automating DNS/NAT failover during disaster without any manual intervention
19. The proposed solution should be capable of monitoring the firewall changes happening at Primary and replicate the same to get updated at DR
20. The proposed solution should have been built in accordance with the ISO standards ISO 27001 & ISO 22301 Business Continuity.
21. During sizing of DR-
 - a. DR shall have at least 50% compute capability as DC.
 - b. SR shall have 100% storage capacity as DC.
22. In the event of a site failover or switchover:
 - A. The DR site shall take over the active role, and all requests shall be routed through that site. Application data and application states shall be replicated between data centers so that when an outage occurs, failover to the surviving data center can be accomplished within RTO of 6 Hours and RPO of 2 Hours.
 - B. The installed application instance and the database shall be usable, and the same SLAs as DC shall be provided. The use of this Compute DR environment can be done for specific periods during a year for the purposes of DC failure or DR Drills or DC maintenance.
 - C. The SI shall be responsible for sizing the DC-DR replication software to meet RTO/RPO requirements.
 - D. The bandwidth at DR shall be scaled to the level of Data center.
 - E. RPO monitoring, Reporting and Events Analytics for the Disaster recovery solutions should be offered as part of the offering.

F. Any lag in data replication should be clearly visible in dashboard and its alerts should be sent to respective authorities

G. The solution should route traffic seamlessly from DC to DR.

H. The solution shall be able to point out precise replication details such as which server and which volume has how much data changes in a day, week, month, year etc. and also how much bandwidth is being consumed.

I. In relation to the server architecture and IT life cycle costs associated to the applications, data, operational management, people skills etc., SI shall be required to ensure compatibility of applications across OS releases and generations of system technology and upgrades.

12.3. DR Drill

- 1 The DR drill shall happen at the time of final Go-Live and shall be an acceptance criterion.
- 2 Post that a DR drill shall happen once every quarter, manageable from centralized location, preferably support central. The report for the same shall be shared by MSI to NMMC.
- 3 Following parameters shall be looked into & maintained during a DR Drill: -
 - a) The transition time between DC to DR shift is maintained as per the RTO.
 - b) If the DR is on low compute, it should be scaled to full compute within the RTO timelines.
 - c) The network connectivity and traffic re-routing are taken care within the RTO timelines.
 - d) The data loss is within the define RPO.
 - e) The period of the DR drill shall be over as per pre-decided time by NMMC.
- 4 Automated switchover/failover facilities (during DC failure & DR Drills) to be provided and ensured by the SI. The switchback mechanism shall also be automated process and no/minimal data loss depending upon application requirement of the User Department. It should not limit the RPO/RTO requirements

12.4. Annual Maintenance Contract

Bidder shall provide comprehensive AMC for the proposed Cloud based Solution for 60 months from the date of Go-live.

1. The selected Bidder shall be required to sign an Annual Maintenance Contract for Software & Services as per the provisions made in this tender document.
2. The Bidder shall quote for year-wise comprehensive Annual Maintenance Contract for the period of 5 years from the date of Final Go-Live.
3. During the implementation period Bidder shall perform all the functions as enunciated under the AMC at no extra cost to NMMC. All the penalty clauses shall be applicable during the implementation period in case of failure on part of Bidder.
4. The support for planning, optimization and tuning of Cloud Services after commissioning, whenever needed during Operation period/ AMC shall be provided by Bidder at no extra cost to NMMC.
5. The Bidder shall carry out regular Preventive Maintenance (PM) of all hardware and testing for virus, if any, and should maintain proper records for such PM. Failure to carry out such PM will be a breach of AMC and the AMC period will be extended by the period of delay in PM.
6. The Bidder shall ensure that the AMC complies with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures.

12.5. Annual Technical Service (ATS)

1. Bidder shall maintain data regarding entitlement for software enhancements, refreshes, replacements and maintenance.
2. Bidder should carry out any requisite adjustments / changes in the configuration for implementing different versions of Application Software.
3. Updates: The Bidder shall provide and implement from time to time the Updates of the software and operating systems as required. The Bidder should provide updates & patches of the IES software and tools to NMMC as and when released by OEM without any cost to NMMC. All the software shall have the latest updates at the end of Contract period of 5 years.
4. Bidder shall provide patches to the licensed software including the IES software, operating system, databases and other applications.

5. Software License Management. The Bidder shall provide for software license management and control. Bidder shall provide complete manufacturer's technical support for all the licensed software problems and/or questions, technical guidance, defect and non-defect related issues. Bidder shall provide a single-point-of-contact for software support and provide licensed software support including but not limited to problem tracking, problem source identification, problem impact (severity) determination, bypass and recovery support, problem resolution, and management reporting.
6. Technical support for off the shelf applications/ tools shall at a minimum include online technical support and telephone support during NMMC's service hours (Service/Business hours in NMMC will be from 0900 hours to 1900 hours on all weekdays including First, Third and Fifth Saturdays, with access for NMMC and Bidder to the manufacturer's technical support staff to provide a maximum of 4-hour response turnaround time. There should not be any limits on the number of incidents reported to the manufacturer. NMMC shall have access to the online support and tools provided by the manufacturer. NMMC shall also have 24x7 accesses to a variety of technical resources including the manufacturer's knowledge base.

13. Key Personnel Requirements for Project Delivery

1. The bidder would be responsible to deploy adequate manpower during the implementation phase to complete the project in stipulated timelines for Go-Live.
2. The successful bidder shall provide a dedicated project manager (onsite at NMMC premises) till successful go live and appropriate handholding and training of the implemented solution.
3. Post NMMC Sign-Off, the successful bidder shall provide a dedicated full-time onsite IES Support Team comprising of Project Manager, Functional Analyst and IES Module Trainer for the entire duration of the contract. However, NMMC reserves the right to increase or decrease the number of resources as per its requirements.
4. The successful Bidder shall identify a single point contact for NMMC as a project manager for post go live period during the period of the contract that should be present for discussions, important meetings and should act as one point contact for NMMC.
5. The bidder shall provide application training and handholding to new users or refresher training to old users. Onsite IES support team shall ensure ongoing training support for the complete duration of the project. The onsite trainer would be required to visit various locations as decided by NMMC from time to time to deliver trainings for the entire tenure of the contract.
6. The resources identified shall mandatorily do the following but not limited to:
 - a. Response and Resolution of queries and issues arising on daily basis.
 - b. Make onsite changes required at server and application level.
 - c. Onsite testing of patches or new versions received from Off-site before their deployment, Database maintenance and Backup management.
 - d. Issues tracking and MIS report generation.
 - e. Application Hosting Support and Back Up Maintenance
7. The activities of resources required for Hosting and Back Up Maintenance shall include:
 - a. Backup of database and application as per stipulated policies.
 - b. Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies.
 - c. Ensuring prompt execution of on-demand backups of volumes, files and database applications whenever required by NMMC or in case of upgrades and configuration changes to the system.

- d. Real-time monitoring, log maintenance and reporting of backup status on a regular basis. Prompt problem resolution in case of failures in the backup processes.
 - e. On-going support for file and volume restoration requests.
8. The number of resources to be deployed as on Man month basis to facilitate support on the modules in accordance with the SLA's defined would be decided by SI.

Detailed qualification, experience, roles and responsibilities of all operational staff including developers, subject matter experts, modules leaders, etc. shall be indicated in the technical bid. However, NMMC reserves the right to get the plans of Bidder modified depending upon exact requirement.

14. Deliverables & Timelines

All deliverables will be deemed to have been completed only after signature of authorized personnel of NMMC. The tasks that are provided in this document and under “Deliverables” are to be performed by the Bidder in such a manner that it will not affect the Project Schedule. The Bidder shall adhere to the above time schedule for timely and successful completion of the Project and submit the acceptance to this time schedule.

UAT and Acceptance must be carried out in the presence of the Bidder and NMMC or its representatives. Satisfactory completion of Full Acceptance Tests for all the components will mark the formal initiation of operations and maintenance phase of the project.

S. No. Delivery Schedule		
Software, Development, Customization & Training and Go-live		
1	Inception Report (Project Schedule, Manpower Deployment List, Resource Deployment List, Communication Plan, Progress Monitoring Plan, Standard Operating Procedures, Risk Mitigation Plan and Escalation Matrix & Incident Management)	T + 9 Months (Where T = Date of Award of contract)
2	SRS & FRS Sign off	
3	System Development	
4	Migration of the Legacy Data	
5	Completion of UAT (All Modules)	
6	Pilot rollout and training (All Modules)	
7	Application / Security Audit (All Modules)	
8	Project Go-live and Acceptance of rollout (All Modules)	

Note: Bidder should submit the solution delivery plan in the technical proposal. The plan should contain the timeline for each aforementioned task and efforts to be taken by the bidder to achieve go-live in 9 months

15. Detailed Service Levels

The primary intent of Penalties is to ensure that the system performs in accordance with the defined service levels. Penalties are not meant to be punitive or, conversely, a vehicle for additional fees. This section describes the service levels to be established for the Services offered by the Bidder to NMMC. The Bidder shall monitor and maintain the stated service levels to provide quality service to NMMC.

All the payments to the Implementation Agency are linked to the compliance with the SLA metrics specified in this document.

1. Implementation Service Levels
2. Operation Service Levels
 - a. Infrastructure and Application Availability & Performance Service Levels
 - b. Handholding Support: Application Support Service Levels
 - c. Help Desk Service Levels

15.1. Definitions

1. "Scheduled Maintenance Time" shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA. The scheduled maintenance time would not be during 16x6 timeframe. Further, scheduled maintenance time is planned downtime with the prior permission of NMMC.
2. 16x6 shall mean hours between 7AM – 11 PM on all working days (Mon-Sat (working Saturday)) excluding Public Holidays or any other Holidays observed by NMMC.
3. The total operation time for the systems and applications within the Primary DC, DRC will be 24x7x365.
24x7x365 shall mean all 24 hours of all days of the year. It shall be irrespective of working hours or public holidays etc.
4. "Scheduled operation time" means the scheduled operating hours of the System. It shall be calculated on monthly basis.
It shall be calculated by deducting all scheduled maintenance time for the month from the total operation time for the month.
5. "System or Application downtime" means accumulated time during which the System is totally inoperable within the Scheduled Operation Time but outside the scheduled

maintenance time and measured from the time NMMC and/or its employees log a call with the Bidder team of the failure, or the failure is known to the Bidder from the availability measurement tools to the time when the System is returned to proper operation.

6. "Availability" means the time for which the services and facilities are available for conducting operations on the NMMC system including application and associated infrastructure. Availability is defined as:

$$\{(\text{Scheduled Operation Time} - \text{System Downtime}) / (\text{Scheduled Operation Time})\} * 100\%$$
7. "Helpdesk Support" shall mean the 9x7 basis support center which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract. Helpdesk support is to be provided from 9:30 AM to 6:00 PM (Mon-Saturday (Working Saturday))
8. "Incident" refers to any event / abnormalities in the functioning of the any of IT Equipment / Services that may lead to disruption in normal operations of the Data Centre, System or Application services.
9. The business hours are 9:30 AM to 6:00 PM on all working days including First, Third and Fifth Saturdays and excluding Public Holidays or any other Holidays observed by NMMC The Bidder however recognizes the fact that NMMC offices will require to work beyond the business hours on need basis.
10. "Non-Business Hours" shall mean hours excluding "Business Hours".

15.2. Commencement and Duration of SLA

This SLA shall commence on the date of signing of Agreement or issue of Work Order by NMMC and the Bidder (hereinafter the 'effective date') whichever is earlier and shall, unless terminated earlier in accordance with its terms or unless otherwise agreed by the parties, continue for a period of 5 years after "Go-live" of the Project

15.3. Interpretation & General Instructions

1. Bidder shall provide automated tool to monitor and report all the SLAs as mentioned.
2. A Service Level violation will occur if the Bidder fails to meet Minimum Service Levels, as measured on a Quarterly basis, for a particular Service Level. Overall Availability and Performance Measurements will be on a monthly basis for the purpose of Service Level reporting. A system generated "Availability and Performance Report" in NMMC specified format shall be provided by the Bidder on monthly basis containing the summary

of all incidents reported and associated Bidder performance measurement for that period. A review shall be conducted based on this report.

3. The SLAs will prevail from the start of the Operations and Maintenance Phase. Payments to the Bidder are linked to the compliance with the SLA metrics laid down in the tables below. The penalties will be computed and calculated as per the computation explained in this Section. During the contract period, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. NMMC and Bidder.
4. The SLA is not a fixed document to be produced once and used forever. Instead, it must be re-evaluated and updated as the work environment changes. As technology changes, the services and systems covered by the SLA and their performance expectations will change. This document may be reviewed and revised by mutual Agreement between NMMC and Bidder. Changes to the SLA may be required at other times to include new systems, change in operating hours, etc.
5. Any and all changes to the SLA will be initiated in writing between NMMC and the Bidder. The Service levels here are considered to be standard for NMMC and will be modified when both parties agree to an appended set of terms and conditions.
6. All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest Rupee.
7. Following tables outlines the key service level requirements for the system, which needs be ensured by the Bidder during the operations and maintenance period. These requirements shall be strictly imposed and either NMMC or a third-party audit/certification agency shall be deployed for certifying the performance of the Bidder against the target performance metrics as outlined in the tables below.

15.4. Implementation Service Level

1. Parameters: The SLA parameters for the implementation stage would be directly related to the delivery timelines of the deliverables as mentioned in this RFP. This would consist of the entire Bill of Materials and the applications system with successful UAT of the same.

2. Period: These SLAs would be applicable until GO-LIVE. The deliverables would be measured at every payment milestone as mentioned in the matrix in [Section 9, Clause No. 9.7](#) of this RFP.
3. Penalty Value: For delay of every week in completion & submission of the deliverable, the

Delay (Weeks)	Penalty % on the respective Payment milestone value
3	1%
5	3%
8	4%
10	5%

SI would be charged with a penalty as follows;

4. Capping: The upper limit of penalty would be capped at 5% of the respective Payment Milestone value. In case the successful bidder reaches 5% of the respective Payment Milestone value in the form of penalty at any point of time during pre-implementation phase, NMMC reserves the right to revoke the PBG or invoke the termination clause.
5. Delay also account in increase of additional 2 weeks in the maintenance period which will be over and above the maintenance period of 5 years. This duration would be accounted without incurring any charges to NMMC.
6. The power to waive penalty vests with Municipal Commissioner of Navi Mumbai.

15.5. Operation Service Level

SLA Management and Monitoring Tool as specified in this RFP shall play a critical role in monitoring the SLA compliance and hence will have to be customized accordingly. The 3rd party testing and audit of the system shall put sufficient emphasis on ensuring the capability of SLA Management and Monitoring Tool to capture SLA compliance correctly and as specified in this RFP. The selected Bidder (SI) must deploy SLA Management and Monitoring tool and provide for capturing the required data for SLA report generation in automated way. This tool should generate the SLA Management and Monitoring report at the end of every month and every quarter which is to be shared with NMMC. NMMC will audit the tool and the scripts on a regular basis.

Where required, some of the Service Levels will be assessed through audits or system generated reports e.g. utilization reports, measurements reports, etc., as appropriate to be provided by the Bidder on a quarterly basis, in the formats as required by NMMC.

S. No	Parameter	Measurement of SLAs
1	IES Application related SLAs	SLA Management and Monitoring Tool

It may be noted that the Bidder has to provision for the required tools to measure the SLA parameters. NMMC reserves the right to appoint Third Party for the audits. Audits will normally be done on regular basis or as required by NMMC and will be performed by NMMC or NMMC appointed third party agencies. Bidder shall make provision that requisite permission is given to the Third-Party Agency for carrying out the audit process on regular basis.

15.5.1. Violations and Associated Penalties

The framework for Penalties, as a result of not meeting the Service Level Agreements Targets is as follows:

1. A quarterly performance evaluation will be conducted using the Quarterly reporting periods of that period
2. The performance will be measured for each of the defined service level metric against the minimum/ target service level requirements and the violations will be calculated accordingly.
3. The number of violations in the reporting period for each level of severity will be totaled and used for the calculation of Penalties.
4. Penalties applicable for each of the high severity (H) violations are one (1) % of respective Quarterly payment to the Bidder.
5. Penalties applicable for each of the medium severity (M) violations is half percentage (0.5%) of respective Quarterly payment to the Bidder.
6. Penalties applicable for each of the low severity (L) violations are Quarter percentage (0.25%) of respective Quarterly payment to the Bidder.
7. Penalties applicable for not meeting a high (H) severity performance target in two consecutive Quarters on same criteria shall result in additional deduction of 3% of the respective Quarterly payment to the Bidder. Penalty shall be applicable separately for each such high critical activity

8. Penalties applicable for not meeting a medium (M) severity performance target in two consecutive Quarterly periods on same criteria shall result in additional deduction of 2% of the respective Quarterly payment to the Bidder. Penalty shall be applicable separately for each such medium critical activity
9. Penalties applicable for not meeting a low (L) severity performance target in two consecutive Quarterly periods on same criteria shall result in additional deduction of 1% of the respective Quarterly payment to the Bidder. Penalty shall be applicable separately for each such medium critical activity
10. It is to be noted that if the overall penalty applicable during the course of the contract period exceeds 5% of the total contract value; **then NMMC** shall have the right to encash the Performance Bank Guarantee or terminate the contract or both.
11. The power to waive penalty vests with Municipal Commissioner of Navi Mumbai.

15.5.2. Operation and Maintenance Systems

1. Production IES Systems

The failure or disruption of Live (in production) IES System has a direct impact on the NMMC's ability to service its user units, ability to perform critical NMMC's office functions or a direct impact on the organization. This includes but not limited to: -

- a. Storage, Compute and Data hosted in Cloud Environment
- b. Web, Application, Database, and Backup Servers
- c. Primary DC to DR connectivity
- d. Primary DC, DR network infrastructure
- e. Primary DC, DR security infrastructure
- f. Connectivity and Availability of Cloud hosted IES
2. Non IES Systems in Production and Non-Production Systems (Development, QA, Training & other Servers to be hosted)
 - a. The failure or disruption has an indirect impact on the NMMC's ability to serve its user units, to perform critical NMMC's office functions.
 - b. Non-Production IES Servers (Staging Environments)
 - c. Test, QA, and Training Environments
 - d. Helpdesk infrastructure & applications
 - e. SLA Management and Monitoring Tool

The below tables give details on the Service Levels the Bidder should maintain. These service levels will be monitored on a monthly basis and measured on a quarterly basis.

15.5.3. Client Site Availability

1. The Bidder is expected to submit a quarterly report on the availability to NMMC.
2. Critical Client Site Systems: The failure or disruption results in inability of the user unit to service its dependent user units or perform critical NMMC's functions. Critical client site infrastructure means the IT infrastructure at client site which are shared by multiple users
3. The below tables give details on the Service Levels the Bidder should maintain.
4. Bidder shall ensure that no non-production activity (issue resolution, bug fixing, UAT, Testing, patch update) is carried out on Production (Live) IES server. All such activities shall be carried out on a separate Test/ Non-production server by the Bidder. In case of non-compliance, NMMC reserves the right to impose penalty, 5% of the subsequent payment, during the period of operation and may also invoke the Termination Clause.

15.5.4. Client Site IES Application Performance

Service Level Description	Severity of Violation	Measurement
Average Application Response Time	Medium	<p>Average Application Response Time during peak usage hours as measured at any of NMMC’s location shall not exceed 3 seconds.</p> <p>The list of critical business functions and peak usage hours will be identified by NMMC during the Detail Design phase.</p> <p>This service level will be measured on a quarterly basis.</p>
		<table><tr><td>Average Application Response Time over the Quarter</td><td>No. of violations to be counted for calculation of penalty</td></tr></table>
Average Application Response Time over the Quarter	No. of violations to be counted for calculation of penalty	

		> 3 sec & <= 5 sec	2
		> 5 sec & <= 8 sec	4
		> 8 sec	5 for every second increase or part thereof exceeding 8 seconds
		In addition to the above, if the average application response time in any month in the Quarter goes beyond 8s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.	
Application Availability	High	Availability >=99.95% Per occurrence. This will be calculated monthly after the Go-live of the application. Per occurrence 1 violation to be counted.	
Maximum Time for Home Page opening	Low	Maximum Time for Home Page opening during peak usage as measured at any of NMMC's location shall not exceed 2 seconds. This service level will be measured on a quarterly basis.	
		Maximum Time for Home Page opening over the Quarter	No. of violations to be counted for calculation of penalty
		> 2 sec & <= 4 sec	2
		> 4 sec & <= 6 sec	3

		<table><tr><td>> 6 sec</td><td>4 for every second increase or part thereof exceeding 6 seconds</td></tr></table> <p>In addition to the above, if the Maximum Time for Home Page opening in any month in the Quarter goes beyond 6s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.</p>	> 6 sec	4 for every second increase or part thereof exceeding 6 seconds						
> 6 sec	4 for every second increase or part thereof exceeding 6 seconds									
Menu Page after User Login	Low	<p>Menu Page after User Login opening during peak usage as measured at any of NMMC's location shall not exceed 2 seconds.</p> <p>This service level will be measured on a quarterly basis.</p> <table><tr><td>Menu Page after User Login opening over the Quarter</td><td>No. of violations to be counted for calculation of penalty</td></tr><tr><td>> 2 sec & <= 4 sec</td><td>2</td></tr><tr><td>> 4 sec & <= 6 sec</td><td>3</td></tr><tr><td>> 6 sec</td><td>4 for every second increase or part thereof exceeding 6 seconds</td></tr></table> <p>In addition to the above, if the Menu Page after User Login opening in any month in the Quarter goes beyond 6s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.</p>	Menu Page after User Login opening over the Quarter	No. of violations to be counted for calculation of penalty	> 2 sec & <= 4 sec	2	> 4 sec & <= 6 sec	3	> 6 sec	4 for every second increase or part thereof exceeding 6 seconds
Menu Page after User Login opening over the Quarter	No. of violations to be counted for calculation of penalty									
> 2 sec & <= 4 sec	2									
> 4 sec & <= 6 sec	3									
> 6 sec	4 for every second increase or part thereof exceeding 6 seconds									

Menu Navigation – To display the menu as per the defined user role and profile

Low

Menu Navigation – To display the menu as per the defined user role and profile opening during peak usage as measured at any of NMMC's location shall not exceed 2 seconds.

This service level will be measured on a quarterly basis.

Menu Navigation – To display the menu as per the defined user role and profile over the Quarter	No. of violations to be counted for calculation of penalty
> 2 sec & <= 4 sec	2
> 4 sec & <= 6 sec	3
> 6 sec	4 for every second increase or part thereof exceeding 6 seconds

In addition to the above, if the Menu Navigation – To display the menu as per the defined user role and profile opening in any month in the Quarter goes beyond 6s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.

Screen Opening – To display the selected data entry screen from the menu chosen

Low

Screen Opening – To display the selected data entry screen from the menu chosen during peak usage as measured at any of NMMC's location shall not exceed 2 seconds.

This service level will be measured on a quarterly basis.

Screen Opening – To display the selected data entry screen from the menu chosen over the Quarter	No. of violations to be counted for calculation of penalty
> 2 sec & <= 4 sec	2
> 4 sec & <= 6 sec	3
> 6 sec	4 for every second increase or part thereof exceeding 6 seconds

In addition to the above, Screen Opening – To display the selected data entry screen from the menu chosen opening in any month in the Quarter goes beyond 6s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.

Response time to commit a transaction

High

Simple Complexity

Medium Complexity

Response time to commit a transaction during peak usage as measured at any of NMMC's location shall not exceed 4 seconds for Simple transactions, 7 seconds for medium complexity transactions and 10 seconds for High Complexity transactions.

High Complexity

(Complexity of the transaction to depend on the complexity of the business logic and stored procedures committed at the database level)

This service level will be measured on a quarterly basis.

Penalty for Simple transaction SLA violation

Response time to commit a Simple transaction over the Quarter	No. of violations to be counted for calculation of penalty
> 4 sec & <= 6 sec	2
> 6 sec & <= 8 sec	3
> 8 sec	4 for every second increase or part thereof exceeding 8 seconds

In addition to the above, Response time to commit a Simple transaction in any month in the Quarter goes beyond 8s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.

Penalty for Medium Complexity transaction SLA violation

Response time to commit a Medium Complexity transaction over the Quarter	No. of violations to be counted for calculation of penalty
> 7 sec & <= 9 sec	2
> 9 sec & <= 11 sec	3

> 11 sec	4 for every second increase or part thereof exceeding 11 seconds
----------	--

In addition to the above, Response time to commit a Medium Complexity transaction in any month in the Quarter goes beyond 11s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.

Penalty for High Complexity transaction SLA violation

Response time to commit a High Complexity transaction over the Quarter	No. of violations to be counted for calculation of penalty
> 10 sec & <= 12 sec	3
> 12 sec & <= 14 sec	4
> 14 sec	5 for every second increase or part thereof exceeding 14 seconds

In addition to the above, Response time to commit a High Complexity transaction in any month in the Quarter goes beyond 14s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.

Response time for Screen with Query Retrieval**Simple Query****Medium Complexity Query****High Complexity Query**

(Complexity of the query will depend on the business logic, size of tables in databases being searched, indexing of database and the way procedures are written to retrieve information)

High

Response time for Screen with Query Retrieval during peak usage as measured at any of NMMC's location shall not exceed 4 seconds for Simple Query, 7 seconds for Medium Complexity Query and 10 seconds for High Complexity Query.

This service level will be measured on a quarterly basis.

Penalty for Simple Query SLA violation

Response time for Screen with Query Retrieval for a Simple Query over the Quarter	No. of violations to be counted for calculation of penalty
> 4 sec & <= 6 sec	2
> 6 sec & <= 8 sec	3
> 8 sec	4 for every second increase or part thereof exceeding 8 seconds

In addition to the above, Response time for Screen with Query Retrieval for Simple Query in any month in the Quarter goes beyond 8s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.

Penalty for Medium Complexity Query SLA violation

Response time for Screen with Query Retrieval for a	No. of violations to be counted for calculation of penalty
---	--

Medium level transaction over the Quarter	
> 7 sec & <= 9 sec	2
> 9 sec & <= 11 sec	3
> 11 sec	4 for every second increase or part thereof exceeding 11 seconds

In addition to the above, Response time for Screen with Query Retrieval for Medium Complexity Query in any month in the Quarter goes beyond 11s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.

Penalty for High Complexity Query SLA violation

Response time for Screen with Query Retrieval for a Complex transaction over the Quarter	No. of violations to be counted for calculation of penalty
> 10 sec & <= 12 sec	3
> 12 sec & <= 14 sec	4
> 14 sec	5 for every second increase or part thereof exceeding 14 seconds

In addition to the above, Response time for Screen with Query Retrieval for High Complexity Query in

		any month in the Quarter goes beyond 14s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.								
<p>Reports Generation Response Time</p> <p>Simple Query</p> <p>Medium Complexity Query</p> <p>High Complexity Query</p> <p>(Time of the report generation will depend on the complexity of the query, no. of parameters fetched, and level of customization required to generate the report)</p>	Medium	<p>Reports Generation Response Time during peak usage as measured at any of NMMC's location shall not exceed 4 seconds for Simple Query, 7 seconds for Medium Complexity Query and 10 seconds for High Complexity Query.</p> <p>This service level will be measured on a quarterly basis.</p> <p>Penalty for Simple Query SLA violation</p> <table><tr><th>Report Generation Response time from a Simple Query over the Quarter</th><th>No. of violations to be counted for calculation of penalty</th></tr><tr><td>> 4 sec & <= 6 sec</td><td>2</td></tr><tr><td>> 6 sec & <= 8 sec</td><td>3</td></tr><tr><td>> 8 sec</td><td>4 for every second increase or part thereof exceeding 8 seconds</td></tr></table> <p>In addition to the above, Response time to generate a report from a Simple Query in any month in the Quarter goes beyond 8s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.</p> <p>Penalty for Medium Complexity Query SLA violation</p>	Report Generation Response time from a Simple Query over the Quarter	No. of violations to be counted for calculation of penalty	> 4 sec & <= 6 sec	2	> 6 sec & <= 8 sec	3	> 8 sec	4 for every second increase or part thereof exceeding 8 seconds
Report Generation Response time from a Simple Query over the Quarter	No. of violations to be counted for calculation of penalty									
> 4 sec & <= 6 sec	2									
> 6 sec & <= 8 sec	3									
> 8 sec	4 for every second increase or part thereof exceeding 8 seconds									

Report Generation Response time from a Medium Complexity Query over the Quarter	No. of violations to be counted for calculation of penalty
> 7 sec & <= 9 sec	2
> 9 sec & <= 11 sec	3
> 11 sec	4 for every second increase or part thereof exceeding 11 seconds

In addition to the above, Response time to generate a report from a Medium Complexity Query in any month in the Quarter goes beyond 11s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.

Penalty for High Complexity Query SLA violation

Report Generation Response time from a High Complexity Query over the Quarter	No. of violations to be counted for calculation of penalty
> 10 sec & <= 12 sec	3
> 12 sec & <= 14 sec	4
> 14 sec	5 for every second increase or part thereof exceeding 14 seconds

		<p>In addition to the above, Response time to generate a report from a High Complexity Query in any month in the Quarter goes beyond 14s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.</p>								
Maximum time for submission of forms/ /data	High	<p>Maximum time for submission of forms/ data during peak usage as measured at any of NMMC’s location shall not exceed 4 seconds.</p> <p>This service level will be measured on a quarterly basis.</p> <p>Penalty for maximum time for submission of forms SLA violation</p> <table><tr><th>Response time to commit a Simple transaction over the Quarter</th><th>No. of violations to be counted for calculation of penalty</th></tr><tr><td>> 4 sec & <= 6 sec</td><td>2</td></tr><tr><td>> 6 sec & <= 8 sec</td><td>3</td></tr><tr><td>> 8 sec</td><td>4 for every second increase or part thereof exceeding 8 seconds</td></tr></table> <p>In addition to the above, Maximum time for submission of forms/ data in any month in the Quarter goes beyond 8s, one (1) additional violation will be added for each such month to the overall violations for this service level in the quarter.</p>	Response time to commit a Simple transaction over the Quarter	No. of violations to be counted for calculation of penalty	> 4 sec & <= 6 sec	2	> 6 sec & <= 8 sec	3	> 8 sec	4 for every second increase or part thereof exceeding 8 seconds
Response time to commit a Simple transaction over the Quarter	No. of violations to be counted for calculation of penalty									
> 4 sec & <= 6 sec	2									
> 6 sec & <= 8 sec	3									
> 8 sec	4 for every second increase or part thereof exceeding 8 seconds									

Service Level Description	Severity of Violation	Measurement
RTO	High	RTO <= 6 Hours 1 violation to be counted for every subsequent hour of delay
RPO	High	RPO <= 2 Hours 1 violation to be counted for every subsequent hour of delay
Mock Drill	Low	Once every quarter 1 violation to be counted for every subsequent week of delay

15.5.5. Handholding Support: Application Support

1. Level 1 Defects: The failure to fix has an immediate impact on the NMMC's ability to service its user units, inability to perform critical NMMC office functions or a direct impact on the organization.
2. Level 2 Defects: The failure to fix has an impact on the NMMC's ability to service its user units/ that while not immediate, can cause service to degrade if not resolved within reasonable time frames.
3. Level 3 Defects: The failure to fix has no direct impact on the NMMC's ability to serve its user units or perform critical NMMC's office functions.
4. The severity of the individual defects will be mutually determined by the NMMC and Bidder.
5. This service level will be monitored based on system generated reports from SLA monitoring tool proposed by the bidder on a monthly basis.
6. The below tables give details on the Service Levels the Bidder should maintain.

Service Level Description	Severity of Violation	Measurement								
Application Support Performance	High	95% of the Level 1 defects shall be resolved within 4 business hours from the time of reporting full details. This service level will be monitored on a monthly basis.								
		<table><tr><th>Performance over the Quarter</th><th>Violations for calculation of penalty</th></tr><tr><td>< 95% &gt;= 90%</td><td>1</td></tr><tr><td>< 90% &gt;= 85%</td><td>2</td></tr><tr><td>< 85%</td><td>3</td></tr></table>	Performance over the Quarter	Violations for calculation of penalty	< 95% >= 90%	1	< 90% >= 85%	2	< 85%	3
		Performance over the Quarter	Violations for calculation of penalty							
		< 95% >= 90%	1							
		< 90% >= 85%	2							
		< 85%	3							
In addition to the above, if the service level in any month in the Quarter falls below 85%, one (1) additional violation will be added for each such month to the overall violations for this service level.										
Application Support Performance	High	95% of the Level 2 defects shall be resolved within 72 hours from the time of reporting full details.								
		This service level will be monitored on a monthly basis.								
		<table><tr><th>Performance over the Quarter</th><th>Violations for calculation of penalty</th></tr><tr><td>< 95% &gt;= 90%</td><td>1</td></tr><tr><td>< 90% &gt;= 85%</td><td>2</td></tr><tr><td>< 85%</td><td>3</td></tr></table>	Performance over the Quarter	Violations for calculation of penalty	< 95% >= 90%	1	< 90% >= 85%	2	< 85%	3
		Performance over the Quarter	Violations for calculation of penalty							
		< 95% >= 90%	1							
		< 90% >= 85%	2							
< 85%	3									
In addition to the above, if the service level in any month in the Quarter falls below 85%, one (1) additional violation										

Service Level Description	Severity of Violation	Measurement								
		will be added for each such month to the overall violations for this service level.								
Application Support Performance	High	<p>100% of the Level 3 defects shall be resolved within 120 hours from the time of reporting full details.</p> <p>This service level will be monitored on a monthly basis.</p> <table><tr><th>Performance over the Quarter</th><th>Violations for calculation of penalty</th></tr><tr><td>< 100% & >= 90%</td><td>1</td></tr><tr><td>< 90% & >= 80%</td><td>2</td></tr><tr><td>< 80%</td><td>3</td></tr></table> <p>In addition to the above, if the service level in any month in the Quarter falls below 80%, one (1) additional violation will be added for each such month to the overall violations for this service level.</p>	Performance over the Quarter	Violations for calculation of penalty	< 100% & >= 90%	1	< 90% & >= 80%	2	< 80%	3
Performance over the Quarter	Violations for calculation of penalty									
< 100% & >= 90%	1									
< 90% & >= 80%	2									
< 80%	3									

15.5.6. Help Desk

Following hours shall be used for the purpose of calculation of uptime and Issue resolution time SLAs:

Physical Office will be set up at Navi Municipal Corporation (Head office) Locations 9.30 AM to 6.30PM excluding Sundays and holidays as declared by Govt. of Maharashtra

S. No	Parameter	Formula	Baseline	Penalty	Example	Measurement
Helpdesk (Average taken over the period)						
1	Operator availability: Average availability time of all operators at Helpdesk	(Sum of minutes for which all Helpdesk operators are available / Sum of minutes scheduled for availability of all Helpdesk operators)*100 Sum of minutes scheduled for availability of all operators will be calculated based on hours as mentioned in Point 1 above in this section	100%	0.1% of quarterly payout for drop in service level by every 25% on a pro-rata basis	If the average operator availability is 65%, penalty calculation is as follows : Total drop in service level = (100 – 65) = 35% Total penalty = (35/25)*0.1 = 0.14% quarterly payout	MIS reports generated from the system deployed, maintained and operated by the SI at the Helpdesk

15.5.7. Performance Review

Performance review of the Services rendered by the Bidder will be done in Project Review Meetings that will be conducted weekly till 6 months after Go-live and fortnightly after this period till end of Contract. The Principal Contacts of both the Parties and their nominated representatives will attend these Project Review Meetings to discuss progress made on the project, priorities, service levels and system performance. Additional meetings may be held at the request of either NMMC or the Bidder. The agenda for these meetings will at least cover:

1. Service performance
2. Review of specific problems / exceptions and priorities
3. Review operation of the SLA and determine corrective action to overcome deficiencies.

16. Change Control Schedule

This Schedule describes the procedure to be followed in the event of any proposed change to the Master Service Agreement ("SA"), Project Implementation Phase, SLA and Scope of Work and Functional Requirement Specifications. Such change shall include, but shall not be limited to, changes in the scope of services provided by the System Integrator/ SI and changes to the terms of payment as stated in the Terms of Payment Schedule.

NMMC and SI (System Integrator/ SI) recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a Material effect on the cost. The SI will endeavor, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the Terms of Payment Schedule and NMMC will work with the System Integrator/ SI to ensure that all changes are discussed and managed in a constructive manner. This Change Control Schedule sets out the provisions which will apply to all the changes to this agreement and other documents except for the changes in SLAs for which a separate process has been laid out under this volume of the RFP.

This Change Control Schedule sets out the provisions which will apply to changes to the SA.

Change Management Process

a. Change Control Note ("CCN")

i. Change requests in respect of the SA, the Project Implementation, the operation, the SLA or Scope of work and Functional Requirement specifications will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will complete Part A of the CCN attached as [Annexure - 6](#) under this volume of the RFP hereto. CCNs will be presented to the other Party's Project Manager who will acknowledge receipt by signature of the CCN

ii. The SI and the NMMC, during the Project Implementation Phase and the NMMC during the Operations and Management Phase and while preparing the CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and as detailed in the RFP and is

suggested and applicable only after the testing, commissioning and certification of the Project Implementation Phase as set out in this Agreement

iii. It is hereby also clarified here that any change requests coming in within the six months of post go-live period will be delivered by SI without any cost to the project. Also change requests beyond 5 % of the Total Contract Value of this Project will be beyond the scope of the change control process and will be considered as the subject matter for a separate bid process and a separate contract. It is hereby clarified that the 5% of the Total Contract Value of the Project as stated in herein above is calculated on the basis of bid value submitted by the System Integrator/ SI and accepted by NMMC or as decided and approved by NMMC

b. Quotation

i. The SI shall assess the CCN and complete the form as specified in [Annexure – 6](#) under this volume of the RFP of the CCN

ii. Prior to submission of the completed CCN to NMMC, the Service Provider will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the SI shall consider the Materiality of the proposed change in the context of the SA and the Project Implementation affected by the change and the total effect that may arise from implementation of the change

c. Costs

Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the SI meets the obligations as set in the CCN. In the event the SI is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by the SI

d. Obligations

The SI 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. SI will not be obligated to work on a change until the parties agree in writing upon its scope, price and/or schedule impact

17. Governance Schedule

a) Purpose

The purpose of this Schedule is to:

- i. establish and maintain the formal and informal processes for managing the relationship between NMMC and the System Integrator/ SI (including the outputs from other Schedules to this Agreement
- ii. define the principles that both Parties wish to follow to ensure the delivery of the Services
- iii. ensure the continued alignment of the interests of the Parties
- iv. ensure that the relationship is maintained at the correct level within each Party
- v. create the flexibility to revise and maintain the relationship and this Agreement during the Term
- vi. set out the procedure for escalating disagreements and
- vii. enable contract administration and performance management

b) Governance Structure

- i. Project Managers: The relationship under this Agreement will be managed by the Project Managers appointed by each Party, who will provide the interface between the executive management of the respective Parties
- ii. Project Implementation Unit (PIU): Within 7 days following the Effective Date, NMMC and the System Integrator/ SI shall each appoint a Project Manager. In the event that either Party wishes to substitute its Project Manager it will do so in manner in which the original appointment is made and notify the other Party of such substitution as soon as reasonably practicable but at the latest within 7 days of the substitution
- iii. The Project Managers shall have responsibility for maintaining the interface and communication between the Parties
- iv. The PIU will meet formally on a fortnightly / monthly / quarterly, as required, basis at a time and location to be agreed between them. These meetings will cover, as a minimum, the following agenda items: (i) consideration of Quarterly Performance Reports (ii) consideration of matters arising out of the Change Control Schedule (iii) issues escalated in accordance with the escalation procedure as set out in the Governance Schedule (iv) matters to be brought before the PIU in accordance with the SA and the

Schedules (v) any matter brought before the PIU by the System Integrator/ SI under this Article and (vi) any other issue which either Party wishes to add to the agenda

- v. In the event that there is any Material factor which affects the delivery of the Services or the terms of payment as stated in the Terms of Payment Schedule, the Parties agree to discuss in the PIU any appropriate amendment to the Agreement or any Service Level Agreements or Statement of Works including any variation to the terms of payment as stated in the Terms of Payment Schedule. Any variation so agreed shall be implemented through the change control procedure as set out in the Change Control Schedule
- vi. Governance Procedures
- vii. The System Integrator/ SI shall document the agreed structures in a procedures manual
- viii. The agenda for each meeting of the PIU shall be set to reflect the discussion items referred to above and extraordinary items may be added either with the agreement of the Parties or at the request of either Party. Copies of the agenda for meetings of the PIU, along with relevant pre-reading Material, shall be distributed at least one week in advance of the relevant meeting
- ix. All meetings and proceedings will be documented such documents to be distributed to the Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed
- x. The Parties shall ensure as far as reasonably practicable that the PIU shall resolve the issues and resolve the objectives placed before them and that members representing that Party are empowered to make relevant decisions or have easy access to empowered individuals for decisions to be made to achieve this
- xi. In order formally to submit a Disputed Matter to the aforesaid for a one Party ("Claimant") shall give a written notice ("Dispute Notice") to the other Party. The Dispute Notice shall be accompanied by (a) a statement by the Claimant describing the Disputed Matter in reasonable detail and (b) documentation, if any, supporting the Claimant's position on the Disputed Matter
- xii. The other Party ("Respondent") shall have the right to respond to the Dispute Notice within 7 days after receipt of the Dispute Notice. In the event that the parties are unable to resolve the Disputed Matter within a further period of 7 days, it shall refer the Disputed Matter to next level of the dispute resolution for action as per the process mentioned in [Section 18.2](#) under this volume of the RFP

- xiii. All negotiations, statements and / or documentation pursuant to these Articles shall be without prejudice and confidential (unless mutually agreed otherwise)

If the Disputed Matter is having a Material effect on the operation of the Services (or any of them or part of them) the Parties will use all their respective reasonable endeavors to reduce the elapsed time in reaching a resolution of the Disputed Matter

18. General Conditions of Contract

18.1. Governing Law

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

18.2. Settlement of Disputes

1. Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GCC 9.2 (b) shall become applicable.
2. Arbitration:
 - a. In the case of dispute arising, upon or in relation to, or in connection with the contract between NMMC and the Successful bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the NMMC and the successful bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed NMMC. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

- b. Arbitration proceedings shall be held in Mumbai, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- c. The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by NMMC and the successful bidder. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

18.3. Taxes and Duties

The successful bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed. The bidder shall be entirely responsible for all taxes, stamp duties, license fees etc.

18.4. Confidential Information

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

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

18.5. Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price,

then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the successful Bidder has thereby been affected in the performance of any of its obligations under the Contract.

18.6. Force Majeure

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

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

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

18.7. Termination

- a) NMMC may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (k) of this GCC Clause 9.7
- b) If the successful bidder does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as NMMC may have subsequently approved in writing.
- c) If the successful bidder becomes (insolvent or goes into liquidation, or receivership whether compulsory or voluntary.

- d) If the successful bidder, in the judgment of NMMC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- e) If the successful bidder submits to the NMMC a false statement which has a material effect on the rights, obligations or interests of NMMC.
- f) If the successful bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to NMMC.
- g) If the successful bidder fails to provide the quality services as envisaged under this Contract, NMMC may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. NMMC may decide to give one chance to the successful Bidder to improve the quality of the services.
- h) If the successful bidder fails to comply with any final decision reached as a result of arbitration proceedings.
- i) If, as the result of Force Majeure, the successful bidder is unable to perform a material portion of the Services for a period of not less than 60 days
- j) In any event, NMMC is entitled to terminate if and only if the breach is not remedied within a stipulated time period.
- k) In the event NMMC terminates the Contract in whole or in part, pursuant to point (a) to (h) of GCC Clause 16.7, NMMC Mumbai may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the successful bidder shall be liable to NMMC Mumbai for any additional costs for such similar services. However, the successful bidder shall continue performance of the Contract to the extent not terminated.

18.8. Assignment

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

18.9. Power to waive Fines

The power to waive fines and penalty vests with Municipal Commissioner of NMMC

18.10. All other laws to be applicable

The Bidder shall comply with all applicable laws of land, including Pollution Control Board and NMMC shall not be held liable for any change/modification in these laws which adversely affect this RFP. No claim or compensation on this account will be entertained.

18.11. Forfeiture of Security Deposit:

If during the term of this Contract the Bidder is in default of the due and faithful performance of its obligations under this Contract, or any other outstanding dues by the way of fines, penalties and recovery of any other amounts due to it, the Corporation shall, without prejudice to its other rights and remedies hereunder or at the Applicable Law, be entitled to call in, retain and appropriate the Security Deposit.

Nothing herein mentioned shall debar the Corporation from recovering from Bidder by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Security Deposit.

18.12. Return of Security Deposit:

The Security Deposit shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of the Corporation. The Security Deposit shall be returned to the Bidder by the Corporation within one months following the Completion Date or Termination Date of this Contract provided that there are no outstanding claims of the Corporation on the Bidder.

18.13. Confidentiality:

The Bidder shall cause the persons related to the Bidder not to, without the prior written consent of the Corporation, at any time divulge or disclose to any person or use for any purpose unconnected with the services, proprietary knowledge obtained while delivering Goods and services under this Contract.

The Operator shall, whenever required, take necessary steps to ensure that all persons employed by it, under this Contract, comply with the India Official Secrets Act 1923 (XIX of

1923) and agree that it applies to them and shall continue to apply even after completion of this Contract.

18.14. Disputes & Arbitration:

The Corporation and the Bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.

If a dispute(s) of any kind whatsoever that cannot be resolved the same shall be referred to the sole arbitration of the Municipal Commissioner and if the Municipal Commissioner is unable or unwilling to act as such, then the matter in dispute shall be referred to sole arbitration or such other person appointed by the Municipal Commissioner who is willing to act as such Arbitrator. It is also a term of this Contract that no Person other than a Person appointed by the Municipal Commissioner as aforesaid should act as an Arbitrator.

As aforesaid the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

18.15. Mode of serving Notice:

Communications between Parties which are referred to in the Contract, are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

Subject to as otherwise provided in this Contract all notices to be issued on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Competent Authority.

If sent by registered post to the last known place or abode or business of the Bidder shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

18.16. Publicity:

Any publicity by the Bidder in which the name of NMMC is to be used should be done only with the explicit written permission of the Corporation.

18.17. Governing language:

Governing language for the entire contract and communication thereof shall be in English or Marathi only.

18.18. Law:

The contract shall be governed and construed in accordance with the law in India.

18.19. Legal Jurisdiction:

No suit or other proceedings relating to performance or breach of Contract shall be filled or taken by the Bidder in any Court of law except Principal Court of Ordinary Civil Jurisdiction at Navi Mumbai which shall have exclusive jurisdiction to the exclusion of any outside court.

18.20. Stamp duty:

The Bidder shall bear and pay any stamp duty and registration charges in respect of the Contract.

18.21. Limitation of liability:

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

18.22. Indemnification:

The Bidder shall indemnify and hold NMMC and Authority and its employees or any other bidder harmless from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, including attorney's fees and expenses, that arise in connection with the execution of the Services due to the negligence or willful misconduct of the Bidder, or their employees, in respect of the following, except to the extent that the following is caused by the negligence of NMMC and Authority :

- A. the death or injury of any person.
- B. Loss or damage to any property, real or personal; and
- C. Third party losses and claims.

18.23. Subcontracting:

Subcontracting is only allowed for cloud hosting.

18.24. Exit management:**18.24.1 *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 System Integrator. The exit management period ends on the date agreed upon by NMMC or three months after the beginning of the exit management period, whichever is earlier.

18.24.2 *Confidential Information, Security and Data:*

System Integrator will promptly, on the commencement of the exit management period, supply to NMMC 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 NMMC and its nominated agencies, or its replacing SI to carry out due diligence in order to transition the provision of the Services to NMMC or its nominated agencies, or its replacing SI (as the case may be).
- d) The System Integrator 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) System Integrator will sign a Non-Disclosure Agreement with NMMC IT Department. The format for the same has been included in Cause 30.

18.24.3 *Rights of Access to Information*

At any time during the exit management period, the System Integrator will be obliged to provide an access of information to NMMC 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 NMMC.

18.24.4 *Exit Management Plan:*

Successful SI shall provide NMMC with a recommended "Exit Management Plan" within 180 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 SI, 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 System Integrator to and approved by NMMC or its nominated agencies.
- e) The terms of payment as stated in the Terms of Payment Schedule include the costs of the System Integrator complying with its obligations under this Schedule.
- f) During the exit management period, the System Integrator 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.

18.25. Intellectual Property Rights:

18.25.1 *Products and fixes:*

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

that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

18.25.2 *Bespoke development:*

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

18.25.3 *Pre-existing work:*

All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a party under this Agreement (“pre-existing work”) including any enhancement or modification thereto shall remain the sole property of that party. During the performance of the services for this agreement, each party grants to the other party (and their sub- contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the System Integrator should grant Nodal Agency a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to Nodal Agency as part of the service or deliverables only for its internal business operations. Under such license, either of parties will have no right to sell the pre-existing work of the other party to a Third Party. Nodal Agency’s license to pre-existing work is conditioned upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that bidder leaves with Nodal Agency at the conclusion of performance of the services.

18.25.4 *Residuals:*

In no event shall System Integrator be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables set out in this Agreement or Annexure. In addition, subject to the confidentiality obligations, System Integrator shall be free to

use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.

18.25.5 Warranty:

Standard:

The System Integrator/ SI warrants that the Project, including all the system(s) and other Services provided, shall be free from any defect or deficiency in the Material, design, engineering, and performance/workmanship that prevent the Project and/or any of its systems(s) from fulfilling the technical requirements or that limit in a Material fashion the performance, reliability, or extensibility of the Project and/or any of its system(s) as per the performance guarantee / warranty period defined in the Schedule. If during the warranty period any defect or deficiency is found in the Material, design and performance/workmanship of the Project and other Services provided by the System Integrator/ SI, the System Integrator/ SI shall promptly, in consultation and agreement with NMMC, and at the System Integrator/ SI's sole cost repair, replace, or otherwise make good (as the System Integrator/ SI shall, at its discretion, determine) such default, defect or deficiency as well as any damage to the Project caused by such default, defect or deficiency. Any defective system that has been replaced by the System Integrator/ SI shall remain the property of the System Integrator/ SI. If the Project or any of its System cannot be used by reason of such default, defect or deficiency and/or making good of such default, defect or deficiency, the warranty period for the Project shall be extended by a period equal to the period during which the Project or any of its system could not be used by NMMC because of such defect and/or making good of such default, defect or deficiency

Implied Warranty:

- a) The warranties provided herein are in lieu of all other warranties, both express and implied, and all other warranties, including without limitation that of merchantability or fitness for intended purpose is specifically disclaimed
- b) The SI shall have no Liability in the case of breach of this warranty due to
 - i. use of the deliverables on any environment (hardware or software) other than the environment recommended or approved by the SI

- ii. the combination, operation, or use of some or all of the deliverables with information, software, specifications, instructions, data, or Materials not approved by the Implementing Agency
- iii. the deliverables having been tampered with, altered or modified by NMMC without the written permission of the SI
- iv. use of the deliverables otherwise than in terms of the relevant documentation

19. Miscellaneous

19.1. Personnel:

The personnel assigned by System Integrator/ SI to perform the Services shall be employees of System Integrator/ SI, and under no circumstances shall such personnel be considered employees of NMMC. The System Integrator/ SI shall have the sole responsibility for the supervision and control of the personnel deployed in the Project and for payment of such personnel's compensation, including salary, withholding of income taxes, employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to Applicable Law

The System Integrator/ SI shall use its best efforts to ensure that sufficient System Integrator/ SI personnel are assigned to perform the Services and that such personnel have appropriate qualifications to perform the Services. After discussion with System Integrator/ SI, NMMC shall have the right to require the removal or replacement of any System Integrator/ SI personnel performing work under this Agreement based on bonafide reasons. In the event that NMMC requests that any System Integrator/ SI personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule

In the event that the NMMC and System Integrator/ SI identify any personnel of System Integrator/ SI as "Key Personnel", then the System Integrator/ SI shall not remove such personnel from the Project without the prior written consent of NMMC unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc.

Except as stated in this Clause, nothing in this Agreement or the SLA will limit the ability of System Integrator/ SI to freely assign or reassign its employees provided that System

Integrator/ SI shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. NMMC shall have the right to review and approve System Integrator/ SI's plan for any such knowledge transfer. System Integrator/ SI shall maintain the same or higher standards for skills and professionalism among replacement personnel as in personnel being replaced

Each Party shall be responsible for the performance of all its obligations under this Agreement or the SLA as the case may be and shall be liable for the acts and omissions of its employees and agents in connection therewith

Neither Party will solicit for employment or knowingly hire an employee of the other Party with whom such Party has contact pursuant to project engagements under this Agreement. This restriction shall not apply to employees of either Party responding to advertisements in job fairs or news media circulated to the general public

19.2. Independent Contractor:

Nothing in this Agreement or the SLA shall be construed as establishing or implying any partnership or joint venture between the Parties to this Agreement or the SLA and, except as expressly stated in this Agreement or the SLA, nothing in this Agreement or the SLA shall be deemed to constitute any Parties as the agent of any other Party or authorizes either Party to:

- a) incur any expenses on behalf of the other Party
- b) enter into any engagement or make any representation or warranty on behalf of the other Party
- c) pledge the credit of or otherwise bind or oblige the other Party or
- d) commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent

19.3. Trademarks, Publicity:

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party except that System Integrator/ SI may, upon completion, use the Project as a

reference for credential purpose. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other Material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed provided however that System Integrator/ SI may include NMMC or its client lists for reference to third parties subject to the prior written consent of NMMC not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case.

19.4. Severability and Waiver:

a) If any provision of this Agreement or the SLA, 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 SLA 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

b) No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement or the SLA of any right, remedy or provision of this Agreement or the SLA 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 such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision

19.5. Compliance with Applicable Law:

Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business like the System Integrator/ SI as an information technology service provider) at all times comply with all laws, rules and regulations of Government and other bodies having

jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule set out in Schedule II of this Agreement

19.6. Professional Fees:

All expenses incurred by or on behalf of each Party to this Agreement and the SLA, including all fees of agents, legal advisors, accountants and actuaries employed by either of the Parties in connection with the negotiation, preparation and execution of this Agreement or the SLA shall be borne solely by the Party which incurred them

19.7. Ethics:

The System Integrator/ SI represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of NMMC in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of NMMC standard policies and may result in cancellation of this Agreement, or the SLA

19.8. Entire Agreement:

This Agreement and the SLA with all schedules & annexures appended thereto and the contents and specifications of the RFP constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interested so as to exclude any Liability in respect of fraudulent misrepresentation

19.9. Amendment:

Any amendment to this Agreement shall be made in accordance with the Change Control Schedule by mutual written consent of all the Parties

IN WITNESS WHEREOF the Parties have by duly authorized

Representatives set their respective hands and seal on the date first above

Written in the presence of:

WITNESSES:

Signed by:

(Name and designation) For and on behalf of NMMC (FIRST PARTY)

Signed by:

(Name and designation)

SYSTEM INTEGRATOR/ SI (SECOND PARTY)

(Name and designation) For and on behalf of System Integrator/ SI

Signed by:

20. **Annexure 1: Request for Clarification**

Bidders requiring specific points of clarification may communicate with NMMC during the specified period using the following format:

S. No.	Name of Company	Name of Representative	Contact Number	Email	RFP Section	RFP Clause	Page	Heading	Detail Clause	of	Clarification Sought
1											
2											
3											
4											

21. Annexure 2: Pre-qualification Proposal

Please note: The RFP response must be submitted in the following format.

21.1. Section 1: Covering Letter and Checklist

Covering Letter (To be submitted on the letterhead of the bidder)

{Location, Date}

To

<<>>

Ref: RFP Reference No.

Subject: Submission of proposal in response to the Request for Proposal for Design, Supply/Development, Customization, Implementation, Hosting and Maintenance of Integrated Enterprise Solution for NMMC

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP Notification number..... for “Design, Supply/Development, Customization, Implementation, Hosting and Maintenance of Integrated Enterprise Solution for NMMC”

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

We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments.

We would like to declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.

We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.

We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.

We understand you are not bound to shortlist/accept any or all the proposals you receive.

We hereby declare that we qualify and fulfil all the eligibility criteria mentioned in the RFP.

Company Profile

Lead Bidder

S. No.	Information	Details
1	Name of responding lead bidder:	
2	Address of responding lead bidder:	
3	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
4	Telephone number of contact person:	
5	Mobile number of contact person:	
6	Fax number of contact person:	
7	E-mail address of contact person:	
8	Status of Firm/ Company (Public Ltd., Pvt. Ltd., etc.)	
9	Company Registration Certificate (Enclosed Certificate)	
10	Copy of the consortium agreement between the Lead member and other member.	
11	CMMI Certification	

Consortium Partner/ JV if any;

S. No.	Information	Details
1	Name of responding lead bidder:	
2	Address of responding lead bidder:	
3	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
4	Telephone number of contact person:	
5	Mobile number of contact person:	
6	Fax number of contact person:	
7	E-mail address of contact person:	
8	Status of Firm/ Company (Public Ltd., Pvt. Ltd., etc.)	
9	Company Registration Certificate (Enclosed Certificate)	
10	Copy of the consortium agreement between the Lead member and other member.	
11	CMMI Certification	

Cloud Service Provider

S. No.	Information	Details
1	Name of Cloud Service provider	
2	Telephone number of contact person:	
3	Mobile number of contact person:	
4	Fax number of contact person:	
5	E-mail address of contact person:	

Pre-qualification Compliance Checklist

Please refer [Section 3.2](#) and state your compliance in Yes/ No against each Pre-Qualification Criteria with supporting documents.

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

Criteria	Supporting Doc Name	Document submitted (Yes/No)	Document Ref. / Page No
PQ-1	Certificate of Incorporation or Copy of the partnership deed/ instrument of partnership or a Copy of LLP agreement and any other supporting document to support PQ 1		
PQ-2	<p>1. Statutory Auditor Certificate clearly mentioning the Average Annual Turnover from IT Services/System Implementation for each of the financial FY 18-19, FY 19-20 and FY 20-21. In case of consolidated turnover, it should only include 100% owned subsidiaries.</p> <p>2. Statutory Auditor Certificate should have Statutory Auditor's Registration Number and Seal.</p>		
PQ-3	<p>1. Statutory Auditor Certificate clearly mentioning the net worth for each of the financial FY 18-19, FY 19-20 and FY 20-21.</p> <p>2. Statutory Auditor Certificate should</p>		

Criteria	Supporting Doc Name	Document submitted (Yes/No)	Document Ref. / Page No
	have Statutory Auditor's Registration Number and Seal.		
PQ-4	Copy of Valid Certificate		
PQ-5	Copy of Work Order and Completion Certificate from the client OR Substantially Completed Certificate (for ongoing projects) from the client OR Self Certificate of Completion (Certified by the Statutory Auditor) Either of the above documents should clearly mention the following: 1. WO date 2. Value of the project 3. Scope of Work		
PQ-6	Notarized Affidavit as per format given under section 21.7 .		

Sincerely,

[Lead Bidder Authorized Signature]

Name

Title

Signature

Date and Stamp of the Signatory

21.2. Section 2: Financial Details of the Bidder

1. Annual Turnover Details of the Bidder (Lead member in case of consortium)

S. No	Years	Turnover Details (IT Services) in Rs.	Net worth in Rs.
A	2019-20		
B	2018-19		
C	2017-18		
Average Annual Turnover (A+B+C)/3			

*Audited Balance sheet and Profit & Loss account statement of the Bidder (Lead Member and Other Member in case of Consortium) for each of the last 3 audited financial years FY 12-13 , FY 13-14 and FY 14 -15 shall submitted as supporting evidence.

*IT related activities/ services should mean Projects involving development of software applications and solution, Software Implementation, system integration, Provisioning Hosting & Maintenance services, providing operational and maintenance services for Software application and IT infrastructure and Capacity Building for IT applications.

21.3. Section 3: Product Implementation Experience of the Bidder

(Any member of the consortium)

S. No.	Client Name, Project Name and Project brief	Start date (dd/mm/yy) & End date (dd/mm/yy)	Project Value (in INR)	Software Development and customization	Operations and maintenance of IT infrastructure / Integrated Enterprise solution	Hardware Procurement, deployment and commissioning	Data Centre or DRC Site setup or Server(s) deployment and commissioning
1							
2							
3							

(To be duly signed by Authorized Signatory of the bid and to be submitted on company letter head)

21.4. Section 4: Project Citation Format

Assignment name:				Approx. Value of Services
Country:				Duration of assignment (months):
Location within country:				
Name of Client:				Modules Implemented
Contact No./Address:	Person,	Title/Designation,	Tel.	Total No of client end users
Start date (month/year):				No. of professional staff-months provided by your firm/organization for the proposed ERP:
Completion date (month/year):				
Description of Project:				
Description of Actual Services provided including ERP modules implemented, bolt in application , third party module Integrated:				

(To be duly signed by Authorized Signatory of the bid and to be submitted on company letter head)

21.5. Section 5: Affidavit

Affidavit

(On a Rs. 500/- Stamp paper)

I/We hereby state that we are aware of the provisions of section 10 (1) 10 (f) and (g) of the BMC Act, 1949, which are reproduced below, and solemnly state that we have no partnership with or any share with any Corporate of this Corporation in our company and are not associated presently or in the past with any of the office bearers or Corporator of the Navi Mumbai Municipal Corporation, either directly or indirectly.

Extract of Sec 10 of BMC Act

10 (1) Subject to the Provisions of Section 13 and 404, a person shall be disqualified for being elected and for being a councilor.

10 (f) "Subject to the provisions of sub-section (2), has directly or indirectly, by himself or his partner any share or interest in any Contract or employment with, by or on behalf of the Corporation".

10 (g) "Having been elected a councilor is retained or employed in any professional capacity either personally or in the name of a firm in which he is a partner or with whom he is engaged in a professional capacity in connection with any cause or proceeding in which the Corporation or the Commissioner or the Transport Manager is interested or concerned".

We are aware that the above information if found to be untrue or false, we shall be liable to be disqualified and the Earnest Money accompanying the Tender shall stand forfeited to the Corporation. We are also aware that if the information produced above is found to be untrue or false during the currency of the Contract, we shall be held to be in default and the Contract, if any awarded to us, shall be terminated with all its concurrences.

Tenderer

Address

Date the day of 20 ...

Signature of Tenderer

Witness

Address

Date the day of 20 ...

Signature of Witness

21.6. Section 6: Format for Power of Attorney for Signing of Bid

(On a Stamp Paper of Rs.500/-)

Power of Attorney

Know all men by these presents, we.....[name of the firm/company and address of the registered office] do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms, [name] son / daughter / wife of....., who is presently employed with us/the Lead bidder as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Design, Supply/Development, Customization, Implementation, Hosting and Maintenance of Integrated Enterprise Solution for NMMC including but not limited to signing and submission of BID, and other documents and writings, participate in conferences/ meetings and providing information/ responses to NMMC, representing us in all matters before the NMMC, signing and execution of all contracts including the contract and undertakings consequent to acceptance of our bid, and generally dealing with the NMMC in all matters in connection with or relating to or arising out of our bid for the said Work and/ or upon award thereof to us and/or till the entering into of the contract with NMMC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF..., 20

For

(Signature, name, designation and address) of person authorized by Board Resolution (in case of Firms/ Company) /Partner in case of Partnership Firms

Witnesses:

(Notarized)

Person identified by me/ personally appeared before me/ signed before me/ Attested/
Authenticated*

(*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date: _____

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the BIDDER should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person

executing this Power of Attorney for the delegation of power hereunder on behalf of the BIDDER.

1 For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.

1 Should be included in case of international participation only.

**21.7. Section 7: Format for Not being Terminated/ Blacklisted/Barred
(to be submitted by all members of Consortium)**

NOTARIZED AFFIDAVIT

Undertaking

We M/s _____ (Name of the Bidder) having head office at
_____ undertake the following:

We M/s _____ (Name of the Lead bidder/ Bidder/ Consortium Member) are
not terminated/ blacklisted or barred by any State / Central Government Department or Central
/State PSUs or by any competent courts as on bid submission date.

Signed on behalf of M/s _____

(Name of Lead bidder/ Bidder/ Consortium Member)

Place:

Date:

22. Annexure 3: Technical Proposal Covering Letter

(Company Letterhead)

[Date]

To,

<<>>

Ref: Request for Proposal for Design, Supply/Development, Customization, Implementation, Hosting and Maintenance of Integrated Enterprise Solution for NMMC

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the aforementioned Project.

We attach hereto our response (Pre-qualification, Technical and Commercial) as required by the RFP, which constitutes our Proposal.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to NMMC is true, accurate, verifiable and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead NMMC in its evaluation and selection process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the evaluation and selection process, we are liable to be dismissed from the selection process or be terminated during the Contract, if selected to sign and execute the Contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document but for the suggestions provided by us along with our Proposal as per [Annexure 3](#) of

RFP and also agree to abide by this Bid for a period of six months from the date of submission of the Proposals.

The suggestions provided by us are subject to review by NMMC during the proposal review Stage and NMMC reserves the right to reject the suggestions made.

We hereby declare that in case the Contract is awarded to us, we shall submit the Performance Bank Guarantee in the format prescribed in the [Annexure – 5](#) of this RFP within 15 Business Days of issuance of the Letter of Intent to us.

We agree that you are not bound to accept any Bid 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.

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.

Dated this Day of <Month and Year>

(Signature) (In the capacity of) (Name)

Duly authorized to sign the Bid for and on behalf of:

(Name and Address of Company)
Consortium)

Seal/Stamp of Bidder (Lead Member in case of

Technical Proposal Checklist

Please refer below table and state your compliance in Yes/ No against each Technical proposal Criteria with supporting documents.

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

	Supporting Doc Required	Document submitted (Yes/No)	Document Ref. / Page No
A1	Certificate from HR on company letterhead		
A2	Copy of Valid Certificates		
B1	a. Duly Filled Form A b. Duly filled form B c. Duly Filled Form C d. Copy of Work Order Or Completion Certificate from the client OR Substantially Completed Certificate (for ongoing projects) from the client OR Self Certificate of Completion (Certified by the Statutory Auditor)		
B2	a. Duly Filled Form A b. Duly filled form B c. Duly Filled Form C d. Copy of Work Order or Completion Certificate from the client OR Substantially Completed Certificate (for ongoing projects) from the client OR Self Certificate of Completion (Certified by the Statutory Auditor)		
C1	Technical Proposal document		
C2	Presentation Copy		

Supporting Doc Required		Document submitted (Yes/No)	Document Ref. / Page No
D1	Form E and Form F		
D2	Form E and Form F		

Sincerely,

[Lead Bidder Authorized Signature]

Name

Title

Signature

Date and Stamp of the Signatory

22.1. Technical Proposal Evaluation

Form A: Details of Projects related to Implementation done during last 5 years

S. No.	Client Name, Project Name and Project brief	Start date (dd/mm/yy) & End date (dd/mm/yy)	Project Value (in INR)	Software Development and customization	Operations and maintenance of IT infrastructure / Integrated Enterprise solution	Hardware Procurement, deployment and commissioning	Data Centre or DRC Site setup or Server(s) deployment and commissioning
1							
2							
3							

(To be duly signed by Authorized Signatory of the bid and to be submitted on company letter head)

(This will be considered for Technical Evaluation of B1)

Form B: Compliance to Implementation of modules done during last 5 years

S. No.	Bidder Name, Client Name, & Project Name	Start date (dd/mm/yy)	Number of Users	Please refer to Modules listed in technical Criteria									
		End date (dd/mm/yy)											
1.													
2.													

(This will be considered for Technical Evaluation – B2)

Form C: Project Citation Format

Assignment name:		Approx. Value of Services
Country:	Duration of assignment (months):	
Location within country:		
Name of Client:	Modules Implemented	
Contact Person, Title/Designation, Tel. No./Address:	Total No of client end users	
Start date (month/year):	No. of professional staff-months provided by your firm/organization for the proposed ERP:	
Completion date (month/year):		
Description of Project:		
Description of Actual Services provided including ERP modules implemented, bolt in application , third party module Integrated:		

(This will be considered for Technical Evaluation – B1, B2 and B3)

Note: Each work experience shall be enclosed with work order/completion certificate /Substantial completion certificate. Each citation along with work orders would be evaluated for necessary compliance to meet the eligibility criteria (PQ-4).

(To be submitted duly signed by Statutory Auditor of the bidder on its letter head)

Form D: Approach & Methodology proposed for performing the Assignment

The approach and methodology will be detailed precisely under the following topics:

1. Project execution methodology including project phasing
2. Delivering project in 9 Months duration and its phases.
3. Deployment methodology
4. Mapping of Module Expert to modules requested in the RFP criteria. Also, sharing experience of module expert
5. Support methodology including service desk
6. Integration Approach and Technology
7. Cloud Hosting Architecture
8. Product Module Fitment
9. Proposed Module Experts for each module proposed in the RFP.
10. Training & Handholding approach & Support methodology including service desk
11. Business Intelligence / Dashboard / Reporting

Note: The approach and methodology should be precise and relevant to the assignment.

(Technical Evaluation – C)

Form E: Curriculum Vitae (CV) Format to be submitted for each proposed personnel

S. No.	Details	Response
1	Proposed Position & Skill Set	
2	Name of Firm	
3	Name of Staff [Insert full name]	
4	Date of Birth	
5	Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]	
6	Membership of Professional Associations / Societies	
7	Summary of key Training and Certifications	
8	Countries of Work Experience: [List countries where staff has worked in the last ten years]	
9	Language Proficiency	(Read/Write/Speak) - (Excellent/Good/Fair)
10	Number of years of experience	
11	Employment Record	From [Month] [Year]:_____ To [Month] [Year]: _____

S. No.	Details	Response
	[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment as per format provided]	Employer: Positions held:
12	Detailed Tasks Assigned [List all tasks to be performed under this assignment]	
13	Highlights of assignments handled and significant accomplishments. [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 12.]	Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:

CERTIFICATION (Please follow the following format exactly. Omission will be seen as noncompliance)

1. I, the undersigned certify that, to the best of my knowledge and belief, this biodata correctly describes my qualifications, my experience and myself. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.
2. I have been employed by (name of the firm) continuously for the last (12) months as regular full-time staff (indicate 'yes' or 'no' on following boxes):

YES	NO
-----	----

- 3. I am willing to undertake the assignment if the Project contract is awarded to the firm and ensure my availability for the duration of the assignment.
- 4. I declare that I am having good health to withstand rigors of project working.

SIGNATURE:

DATE OF SIGNING: Day Month Year

Certified that the contents of the above are verified and found correct.

Sign and Seal of the authorized signatory of the Bidder with date

Form F: Summary of Information on Proposed Experts of Module Experts

S. No.	Family Name, First Name	Proposed position for the project	Name of the Firm	Length of Service with the Firm	Education/ Degree (Year/ Institution)	No. of years of relevant project experience	Total Experience since Completion of Education in no. of years	CV Signature (by Expert/authorized Signatory)

Signature of Bidder

Authorized signatory

Seal

Full Name

Title

Address

Note: The Bidder shall fill up the Form E along with this form.

23. Annexure 4: Format for commercial proposal

23.1. Guidelines for Preparing Financial Proposal [Envelope C]

Financial Proposal should comprise of the following:

1. Bidder should refer to the entire scope of this RFP for details on the functional and technical requirements and the benchmark specifications of the proposed IES solution for the items mentioned in the Financial Proposal and accordingly propose their respective cost.
2. NMMC also intends to utilize various rates obtained through this tender for requirements across various departments. Bidders are requested to factor this larger demand and give the best possible rate to NMMC.
3. The rate quoted will be binding upon the successful bidder as per the unit price quoted by the bidder in the Financial Proposal and as per actual quantity utilized by NMMC. All the costs mentioned in the bid should remain valid for the entire duration of the contract.
4. Any bid which does not conform to the financial formats prescribed in the RFP will be disqualified.
5. Any conditional bid is liable for rejection.
6. Unless expressly indicated, bidder shall not include any technical information regarding the services in the financial proposal.
7. The Lead/Primary bidder will be solely responsible for implementation of Cloud services for the proposed IES. Bidder shall work with its preferred Cloud Service Provider (CSP) to obtain the rates for various Cloud based services requested in the RFP and provide these rate details in the appropriate Financial Proposal formats. It will be the primary responsibility of the bidder to negotiate rates with the CSP and provide the best possible rates to NMMC as part of this bid. All the costs mentioned in the bid should remain valid for the entire duration of the contract.
8. No deviation in the contract price shall be made on account of any variations in unit rates or any cost component affecting the total cost in fulfilling the obligations under the contract. The contract price shall be the only payment payable to the successful bidder for completion of the contractual obligations by the successful bidder under the Contract, subject to the terms of payment specified in the contract. The price quoted would be

exclusive of all taxes, duties, and charges and levies as applicable which will be considered for reimbursement on actuals as per NMMC's discretion and prevailing Government Laws. Prices quoted for the IES shall be inclusive of license cost, installation and commissioning, hosting and maintenance for a period of 5 years. No extra payment on any account shall be admissible.

9. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of project. A proposal submitted with an adjustable price quotation or conditional proposal may be treated as nonresponsive and rejected.
10. The amount stated in the Financial Proposal, adjusted in accordance with the above procedure, shall be considered as binding on the Bidder for evaluation.
11. The bidder shall quote the Consolidated Cost Summary (Exclusive of all Taxes) – “GT”, [Clause 23.3 - format 2](#) of this RFP in online tender form and shall upload the soft copy of breakup of cost as detailed in the Financial Proposal template provided under [Clause 23](#) failing to which, NMMC may treat the bid as non-responsive and shall be rejected.
12. No Alternate Proposal: The bidder shall mention only one unit price for each line item, only from single OEM/ Type for hardware, software, license, etc., to reach at consolidated cost as part of Financial Proposal. Any bids, which propose multiple options in terms of OEM/ Type and unit price for each line item shall be summarily rejected. For example, in case of licenses required, the bidder submitting two options of licenses for the same line item with different options for OEM/ Type or unit price shall be summarily rejected.
13. The Unit Rate as mentioned in the prescribed formats may be used for the purpose of 'Change Order or Additional Order' for respective items, if any. However, based on the market trends, NMMC retains the right to negotiate this rate for future requirement. Dollar rate fluctuation to be considered for such incremental/ future purchases (by comparing USD to INR ratio on the day of tender release with the USD to INR ratio on incremental/ future purchase date).
14. Bidder shall be bound to give same or more % of discount on the list price of the OEMs on the future purchases or any additional purchases within the contract period by NMMC. Bidder shall ensure that the future products supplied are of latest specifications as per the OEM roadmap.
15. Reduction in rates of any operation and maintenance or recurring charges should be adjusted as actuals, so that NMMC can reap benefits of reduction in rates.

16. For the purpose of evaluation of Financial Bids, NMMC shall make appropriate assumptions to arrive at a common bid price for all bidders. The bidder may submit a detailed list of assumptions, if any, without any deviation to the RFP requirement. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
17. NMMC will not be liable to pay any additional expenses or cost apart from the total cost mentioned in the Financial Proposal. Bidder needs to account for all Out-of-Pocket Expenses (OPE) due to Boarding, Lodging and other related items in the bid.
18. Bidder will be responsible to submit a 'No due statement' for the recurring charges paid as actuals such as Cloud related service, after validation of which NMMC would process payments for the Bidder.
19. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
20. Prices shall be quoted entirely in Indian Rupees. All prices should be rounded off to the nearest Indian rupees (If the first decimal value is 5 (five) or above it should be rounded up and below 5 (five) should be rounded down. In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered.
21. The Financial bids that are less than 30% of the average bid prices will be disqualified. (The average bid price is computed by adding all financial bid values of ALL the qualified bidders and dividing the same by the number of bidders)

23.2. Format 1: Commercial Proposal Covering Letter

(Company letterhead)

[Date]

To

<<>>

Reference: Request for Proposal for Design, Supply/Development, Customization, Implementation, Hosting and Maintenance of Integrated Enterprise Solution for NMMC.

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of “Design, Supply/Development, Customization, Implementation, Hosting and Maintenance of Integrated Enterprise Solution for NMMC” do hereby propose to provide Services as specified in the bidding documents number _____.

Price and Validity: All the prices mentioned in our Bid are in accordance with the terms as specified in the bidding documents. All the prices and other terms and conditions of this Bid are valid for a period of six months from the date of submission of the Bids. The prices we have offered, will remain fixed and not be subject to escalation for any reason whatsoever within the period of Contract.

Taxes: We are an entity registered in India and do hereby confirm that our Bid price (Total Contract Value in this Commercial Proposal) is exclusive of all applicable taxes. All relevant/applicable taxes would be considered for reimbursement on actuals as per NMMC discretion and prevailing Government laws

Deviations: We hereby declare that all terms and conditions mentioned in the RFP (all volumes, annexures and corrigendum's) are acceptable to us without any deviations and all the services shall be performed strictly in accordance with the bid documents

Unit Rates: We have indicated in the relevant Annexures enclosed, the unit rates for the purpose of an account of payment as well as for price adjustment, in case of any increase / decrease from the scope of work under the contract.

Bid Price: We declare that our Bid Prices of an Amount of Rs _____ (in Figures) , Rs. _____ (in words) , exclusive of all applicable taxes, duties, etc. are for the entire scope of the work and requirements as specified in the Bid documents, irrespective of whatever has been stated to the contrary anywhere else in our Bid.

Contract Performance Guarantee: We hereby declare that in case the Contract is awarded to us, we shall submit the Contract Performance Bank Guarantee in the form prescribed at [Section 24, Annexure-5](#) as specified in Vol-I of the RFP.

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 all the members of consortium are jointly and severally responsible for this commercial offer

We confirm that no technical deviations are attached here with this Commercial offer.

Yours faithfully,

Authorized Signatory

Name :

Designation :

Date :

Time :

Seal :

Business Address

23.3. Format 2: Details for Financial Proposal

This table-1 should be consolidated from the “Grand Total” row from subsequent tables

Table 1—Consolidated Cost Summary (Exclusive of all Taxes)

S. No.	Particular	Total Amount including taxes (INR)
(a)	(b)	(c)
Implementation Cost - CAPEX A		
1.	Cost of Design, Supply/Development, Customization, Implementation, Hosting and Maintenance of Integrated Enterprise Solution for NMMC as per RFP	“A”
Operation and Maintenance Cost - OPEX- B+C		
2.	Annual Maintenance cost of Cloud Hosted Integrated Enterprise Solution for 5 years along with onsite manpower support, onsite hardware and software maintenance (Post Go-Live)	“B”
3.	Hosting and Maintenance Cost for the complete solution to be hosted on cloud infrastructure for 5 Years (60 Months) (Post Go-Live)	“C”
Grand Total in Figures (“A”+ “B”+ “C”):		“GT”
Grand Total in words (“A”+ “B”+ “C”):		
(This figure shall be used for evaluation of financial proposals)		

Note:

1. The Bidder needs to provision for all costs required to run the solution for the entire duration of the contract.
2. Any additional or change in taxes would be considered for reimbursement/adjustments on actuals as per NMMC's discretion and prevailing Government Laws.
3. All costs shall remain valid for the entire duration of the contract.

Sub-Table A: Implementation Cost for Design, Supply/Development, Customization, Implementation, Hosting and Maintenance of Integrated Enterprise Solution for NMMC as per RFP

S. No.	Particular	Total Amount including Taxes (INR)
(a)	(b)	(c)
A.1	Cost of Supply, Design, Customization, Implementation of Modules / Design and development of Modules	A.1
A.2	Data Migration Cost	A.2
A.3	Training and Material Cost	A.3
A.4	Application and Security Audit	A.4
A.5	Microsoft Office 365 E1 Plan with Office Professional Plus Under Subscription Model for 5 years.	A.5
Total in figures (A = A.1+A.2+A.3+A.4+A.5):		"A"
Total in words (A = A.1+A.2+A.3+A.4+A.5):		"A"
(This figure shall be used for evaluation in Table – 1)		

Sub-Table A.1: Cost of Supply, Design, Customization, Implementation of Modules or design and development of Modules

S. No.	Particular	Total Cost excluding Taxes (INR)	Applicable Taxes (INR)	Total Cost including Taxes (INR)
(a)	(b)	(c)	(d)	(e) = (c)+(d)
A.1.1	Property Tax Management System			A.1.1
A.1.2	Water Tax Management System			A.1.2
A.1.3	Works Management Module			A.1.3
A.1.4	Finance Management			A.1.4
A.1.5	Material Management			A.1.5
A.1.6	Land and Estate Management			A.1.6
A.1.7	Building Plan Management System			A.1.7
A.1.8	Central Workshop Module			A.1.8
A.1.9	Mobile Application			A.1.9
A.1.10	HR and Payroll			A.1.10
A.1.11	Municipal Secretary Agenda Module			A.1.11
A.1.12	Asset Management			A.1.12
A.1.13	Solid Waste management			A.1.13
A.1.14	CFC System			A.1.14
A.1.15	Enterprise Workflow Management			A.1.15
A.1.16	Grievance Redressal System			A.1.16

S. No.	Particular	Total Cost excluding Taxes (INR)	Applicable Taxes (INR)	Total Cost including Taxes (INR)
A.1.17	BI/DW Tool & Dashboard			A.1.17
A.1.18	Survey (Database Creation)			A.1.18
A.1.19	Online Services			A.1.19
A.1.20	Content management			A.1.20
A.1.21	Disaster management			A.1.21
Total in figures (A.1 = A.1.1+A.1.2+A.1.3+A.1.4+A.1.5+A.1.6+A.1.7+A.1.8+A.1.9+A.1.10+A.1.11+A.1.12+A.1.13+A.1.14+A.1.15)				"A.1"
Total in words (A.1) (This figure shall be used for evaluation in Sub-Table A)				"A.1"

Sub-Table A.2: Data Migration Cost

(Cost for conversion including activities but not limited to data entry, conversion of existing electronic records, de-duplication, cleansing, scorecard validations, normalization)

S. No.	Particular	Unit Rate (INR)	Total Fields- Estimated	Total Cost excluding Taxes (INR)	Applicable Taxes (INR)	Total Cost Including Taxes (INR)
(a)	(b)	(c)	(d)	(e) = (c)*(d)	(f)	(g)=(e)+(f)
A.2	Data Migration Cost	X	500,000	X*500000		A.2
Total in figures (A.2)						"A.2"

S. No.	Particular	Unit Rate (INR)	Total Fields- Estimated	Total Cost excluding Taxes (INR)	Applicable Taxes (INR)	Total Cost Including Taxes (INR)
Total in words (A.2) (This figure shall be used for evaluation in Sub-Table A						"A.2"

Sub-Table A.3: Training and Material Cost

S. No.	Particular	Total excluding (INR)	Cost Taxes	Applicable Taxes (INR)	Total Cost Including Taxes (INR)
(a)	(b)	(c)		(d)	(e) = (c)+(d)
A.3	Training and Material Cost				A.3
Total in figures (A.3)					"A.3"
Total in words (A.3) (This figure shall be used for evaluation in Sub-Table A					"A.3"

Sub-Table A.4: Application and Security Audit Cost

S. No.	Particular	Total excluding (INR)	Cost Taxes	Applicable Taxes (INR)	Total Cost Including Taxes (INR)
(a)	(b)	(c)		(d)	(e) = (c)+(d)
A.4	Application and Security Audit				A.4
Total in figures (A.4)					"A.4"
Total in words (A.4) (This figure shall be used for evaluation in Sub-Table A					"A.4"

Sub-Table A.5: Supply and Installation Cost of Software Components

S. No.	Particular	Unit Rate (INR)	No. of Units	Total Cost excluding Taxes (INR)	Applicable Taxes	Total Cost Including Taxes (INR)
(a)	(b)	(c)	(d)	(e) = (c)*(d)	(f)	(g) = (e)+(f)
A.5	Microsoft Office 365 E1 Plan with Office Professional Plus Under Subscription Model for 5 years.		500			A.5
Total in figures (A.5)						"A.6"
Total in words (A.5)						"A.5"

Sub-Table B : Annual Maintenance cost of the Cloud Hosted Integrated Enterprise Solution for 5 years along with onsite manpower support, onsite hardware and software maintenance (Post Go-Live)

S. No.	Particular	Year (1) Amount (INR)	Year (2) Amount (INR)	Year (3) Amount (INR)	Year (4) Amount (INR)	Year (5) Amount (INR)	Total Amount for five years excluding Taxes (INR)	Applicable Taxes (INR)	Total Amount for five years including Taxes (INR)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h) = (c)+(d)+(e)+(f)+(g)	(i)	(j)=(i)+(h)
B.1	Annual Maintenance Cost of Cloud hosted IES for a period of 5 years								B.1
B.2	Project Manager (1 no.)								B.2

B.3	Functional Analyst (1 no.)								B.3
B.4	IES Trainer (1no.)								B.4
B.5	Any Other component								B.5
Total in Figures (B = B.1+B.2+B.3+B.4+B.5+B.5):									"B"
Total in words (B):									"B"

Note: NMMC reserves the right to increase or decrease resources during the tenure of the contract. Payment for the resources would be made at actual deployment.

Sub-Table C: Hosting and Maintenance Cost for the complete solution to be hosted on cloud infrastructure for 5 Years (60 Months) (Post Go-Live)

Sr. No.	Hosting Components	Please provide details	Total Annual Charge	Y1 (Rs)	Y2 (Rs)	Y3 (Rs)	Y4 (Rs)	Y5 (Rs)	Total Amount for five years excluding Taxes (INR)	Applicable Taxes (INR)	Total Amount for five years including Taxes (INR)
	<i>Break up of each component shall be provided based on the GR.</i>			(a)	(b)	(c)	(d)	(e)	(f) = (a)+(b)+(c)+(d)+(e)	(g)	(h)=(f)+(g)
C.1	Rack Space [Please Specify]										C.1
C.2	Bandwidth [Please Specify]										C.2
C.3	Security: — Firewall										C.3

	— Antivirus — Other components [Please Specify]										
C.4	Software Software components [Please specify]										C.4
C.5	Hardware: Server components [Please specify]										C.5
C.6	Other Portal maintenance charges [Please specify]										C.6
	Hosting and Maintenance Cost for Five Years (C) Total in figures (C= C.1+C.2+C.3+C.4+C.5+C.6)										"C"
	Total in Words (C)										"C"

*The proposed requirements mentioned are indicative. Payment shall be made as per actual deployment based on rates obtained above.

Note:

1. Should include item wise details for every software component such as Operating System, database, Antivirus, Network Monitoring, SSL etc. email Gateway, SMS Gateway etc. if any
2. Provisioning of the software components need to be done for a period of 5 years.
3. The payment to the bidder would be done at actuals on quarterly basis. NMMC reserves the right to add / reduce the quantities of DC – DR components during the entire contract duration at the rates specified in the financials provided during the Bid in order to adhere to the SLAs as specified in the RFP.
4. Should include item wise details for every software component such as but not limited to the following Operating System, Database, and Application, Firewall and Antivirus and any other licenses required.

Application Change Requests

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

Note: The above-mentioned Manpower requirements will be used for Change Request as per the Change Management Process or any other purpose as deemed fit by NMMC at any of the NMMC offices. Payment for the same would be made at actuals in accordance to the above rates.

24. Annexure 5: Format for Performance Bank Guarantee

For Contract Performance Bank Guarantee

Ref: _____ Date: _____

Bank Guarantee No.: _____

To

<<>>

Dear Sir,

PERFORMANCE BANK GUARANTEE – For <Project Name>

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated(herein after, referred to as “Contract”) with you for Design, Supply/Development, Customization, Implementation, Hosting and Maintenance of Integrated Enterprise Solution for NMMC, in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favor for an amount of 5% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of 5% of the Total Contract Value i.e.,.....<in words> without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till 180 days beyond the term of the contract, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until 180 days beyond the term of the contract.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights: Requiring to pursue legal remedies against NMMC; and

For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 5% of the Contract Value, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed 5% of the Total Contract Value. This Performance Bank Guarantee shall be valid only from the date of signing of Contract to 180 days after the End of Contract Period; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before 6 months after the completion of Contract Period.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws, and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee, or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this Day 2018.

Yours faithfully,

For and on behalf of the Bank,

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

25. Annexure 6: Format for Change Control Note

Change Control Note		CCN Number:
Part A: Initiation		
Title:		
Originator:		
Sponsor:		
Date of initiation:		
Details of Proposed Change		
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)		
Authorized by NMMC	Date:	
Name:		
Signature:	Date:	
Received by the SI		
Name:		
Signature:		
Change Control Note	CCN Number:	
Part B : Evaluation		

(Identify any attachments as B1, B2, and B3 etc.)

Changes to Services, charging structure, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.

Brief Description of Solution:

Impact:

Deliverables:

Timetable:

Charges for Implementation:

(Including a schedule of payments)

Other Relevant Information:

(including value-added and acceptance criteria)

Authorized by the System Integrator/ SI

Date:

Name:

Signature:

Change Control Note

CCN Number :

Part C : Authority to Proceed

Implementation of this CCN as submitted in Part A,
in accordance with Part B is: (tick as appropriate)

Approved

Rejected**Requires Further Information (as follows, or as Attachment 1 etc.)**

For NMMC	For the System Integrator/ SI
Signature	Signature
Name	Name
Title	Title
Date	Date

26. Annexure 7: Format for Joint Consortium Agreement

<< To be printed on a Rs. 500/- stamp paper and signed by Authorized signatories of the Lead Bidder and Consortium members>>

THIS JOINT CONSORTIUM AGREEMENT is entered into on this the day of 20...

AMONGST

1. Limited, a company incorporated under the Companies Act,

1956/20132 and having its registered office at (herein after referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (herein after referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

WHEREAS,

THE Navi Mumbai Municipal Corporation, represented by its Municipal Commissioner and having its principal offices at NMMC office building Belapur (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Applications”) by its Request for Proposal No. dated (the “RFP”) for pre-qualification and short-listing of bidders for Design, Supply/Development, Customization, Implementation, Hosting and Maintenance of Integrated Enterprise Solution for NMMC for five years (the “Project”)

2 A Bidder who is registered abroad may substitute the words, viz “a company registered under the Companies Act, 1956/2013” by the words, viz “a company duly organised and validly existing under the laws of the jurisdiction of its incorporation”. A similar modification may be made in Recital 2, as necessary.

The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Consortium Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP

Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date

Party of the Second Part shall be the Technical Member of the Consortium;

Party of the Third Part shall be the Financial Member of the Consortium; and

4. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP

5. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

require any consent or approval not already obtained; violate any Applicable Law presently in effect and having applicability to it; violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof; violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement; this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

6. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the

Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

7. Miscellaneous

7.1 This Joint Consortium Agreement shall be governed by laws of India.

7.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND
DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

Notes:

The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

27. Annexure 8: Proposed NMMC Users

S. No.	User Break-up	User Description	Proposed NMMC Users
1.	Super Administrator	Technical Super Administrator	1
2.	Enterprise/ Admin users	Admin users with complete system access (e.g. NMMC Senior Management and HODs)	30
3.	Functional/ Module users	Users in a workflow, from initiators to intermediate approvers (e.g. NMMC Nodal Officers)	200
4.	Task/ Specific function users	Specific task users, not in a workflow (e.g. Sub-Admins, Assistants, Staff)	400
Total Number of NMMC Users			631

*The number of users mentioned in each category are exclusive and not overlapping. This is only for bidder's reference.

- SI has choice to provide COTS or BESPOKE solution provided that the functional requirements of NMMC are achieved. The approximate number of employees have been identified who are expected to perform one or multiple functions on Workflow and document Management System.
- It is the responsibility of SI to evaluate total number of users that would be actually required during BPR/SRS/FRS/Implementation phase. It is understood that optimization will happen through Business Process Reengineering.
- There should be no capping on external users such as citizens who will fill various application forms online.

28. Format for Authorization Letters from OEMs

Date: dd/mm/yyyy

To

<Insert complete postal address>

Sub : Authorization Letter to M/s. ----- for the participation in the bid for “Design, Supply/Development, Customization, Implementation, Hosting and Maintenance of Integrated Enterprise Solution for NMMC for five years”

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.

29. Annexure 9: Functional Requirement Specifications

The above-mentioned functionalities are indicative and for reference only. Bidders are requested to propose over and above the mentioned functionalities. The final shall be over and above the given functionalities and will be discussed and finalized with the department during the requirement gathering phase.

29.1. Property Tax Module

Requirement ID	Functionality
Indicative Masters	
IES.PT.001	Details of Ward (Addition/Modification/Search)
IES.PT.002	Details of Revenue Circles (Addition/Modification/Search)
IES.PT.003	Details of Locations (Addition/Modification/Search)
IES.PT.004	Details of Apartments/ Complexes (Addition/Modification/Search)
IES.PT.005	Details of Use Factor (Addition/Modification/Search) for calculation purposes
IES.PT.006	Details of Tenancy Factor (Addition / Modification / Search)
IES.PT.007	Details of Building Classification Type (Addition/Modification/Search)
IES.PT.008	Details of Roof Type Master (Addition/Modification/Search)
IES.PT.009	Details of Floor Types (Addition/Modification/Search)
IES.PT.010	Details of Tax Rates along with validity (Addition/Modification/Search)
IES.PT.011	Details of ARV matrix along with validity (Addition / Modification / Search)
IES.PT.012	Details of Discount along with validity (Addition / Modification / Search)

IES.PT.013	Details of Bill Collector Master (Addition/Modification/Search)
IES.PT.014	Exemption details master (Addition/Modification/Search)
IES.PT.015	Occupier details (Addition/Modification/Search)
IES.PT.016	Details of Bank Master (Addition/Modification/Search)
Property Tax Calculations	
IES.PT.017	The system shall have capability to Calculate property tax demand based on the Annual Rateables Value, Unit Area System and Capital Value System methods or as suggested by NMMC
IES.PT.018	System shall have Ability to calculate property tax based on the building type (Residential, Commercial/ Industrial and Mix), area, usage details such as (Owner, Occupant, Tenant) , category of the building, age of the building, etc.,
IES.PT.019	<p>Calculations for Annual Rateables Value shall have to be done considering the following inputs:</p> <p>Plinth Area of the building</p> <p>Monthly Rental value per Sq. Km of plinth as per notification (Depending on the usage and Age of building) - Monthly Rental value = (Plinth Area of building) * Monthly Rental Value per Sq. Km</p> <p>Annual Rental Value = Monthly Rental Value * 12</p> <p>Annual Rental value of the land = < Ratio as decided by the ULB ></p> <p>Annual Rental value of building = < Ratio as decided by the ULB ></p>

	<p>Depreciation of value from the ARV of the building = x% based on the age of the building</p> <p>Net Rental value of building = Annual rental value of the building - Depreciation of value from the ARV of building</p> <p>Total Rental value = Net Rental Value of building + Annual Rental value of the land</p> <p>Rate of property tax on the annual rental value = x% as decided by ULB (Based on residential/ commercial use)</p> <p>Property tax payable per annum = Rate of property tax on ARV * Total Rental value</p>
IES.PT.020	<p>Calculations for Capital value system shall have to be done considering the following inputs:</p> <p>Capital value of property = Market value of property * Total carpet area * weights for type of construction * weights for age of building/ property</p> <p>Property Tax calculation = Capital value of Property * Current property tax rate * weight for user category- Weights for construction category-</p> <p>Bungalows and RCC structure = < Specified weight></p> <p>Semi Pakka and Chawls = < Specified Weight ></p> <p>Vacant or under Construction land = < Specified Weight ></p> <p>Weights for user Category-</p> <p>Hotels and Similar business = < Specified Weight></p> <p>Commercial purposes such as officers, shops = < Specified Weight></p>

	<p>Residential and Charitable properties = < Specified Weight></p> <p>Industries and Factories = < Specified Weight></p> <p>Weights for age of building-</p> <p>Properties constructed after <> = < specified Weight></p> <p>Properties constructed after <> = <Specified Weight ></p>
IES.PT.021	landowner, co-owner, correspondence & permanent address, System shall be able to capture description of property like mutation number, number of floors, area covered, built year, Category of holdings (Residential, Commercial or industrial, Mixed Use, Government/Semi Government, Education Institutions, Others), category of road (Principal road, Main road, Other road), Access to water supply (With appropriate water supply pipe measurements, Contact number, individual room measurements etc.
IES.PT.022	System shall be capable of exporting data stored in the database to excel as and when required by the user. Similarly, provision of data import from excel to the system should be there. System shall support templates for defining the import and export structure
IES.PT.023	System shall have Ability to change property tax computations and determine arrears/refunds etc., with proper authorization
IES.PT.024	System shall have provision of a tax calculator for users to calculate the property tax on a particular property at any given rate and with multiple combinations of variables

IES.PT.025	System shall have Ability to enter/add assessment details and property tax levied and also facilitate in modifying existing record
IES.PT.026	System shall have provision for calculating payments of unauthorized occupants by "a multiplication factor" which shall be defined by the ULBs
IES.PT.027	System shall have provision of showcasing the assessment details of previous 4 years including property tax due, tax paid, history of payments, etc.
IES.PT.028	System shall have provision of providing breakup of all the tax dues for a citizen- including Pending arrears, Current dues, etc.
IES.PT.029	The system shall have provision of validating the tax dues paid, arrears , etc. at ward level with the overall calculations of the ULB
IES.PT.030	System shall have Ability to enter/add arrear details and property tax levied for assessment
IES.PT.031	System shall have Ability to generate demand registers for the specified period
IES.PT.032	System shall have Ability to generate property tax paid receipt for the assessment
IES.PT.033	System shall have Ability to generate advance property tax paid receipt for the assessment
IES.PT.034	System shall have provision for entering exemption rules based on which further calculations shall be processed

IES.PT.035	System shall ensure that the calculation of rebate and Penalty is shown as "others" and distinct from total Demand (TD) and Total Collection (TC). Within others, rebate, penalty, interest and adjustments to be clearly identified.
IES.PT.036	System shall have provision for entering details of vacant properties for exemption of tax
IES.PT.037	System shall have Ability to enter/add application details for exemption from property tax
IES.PT.038	System shall have Ability to enter/add field verification details for exemption property
IES.PT.039	System shall have Ability to enter/add approval details for exemption property
IES.PT.040	System shall have Ability to facilitate in entering/adding application details for write off from property tax
IES.PT.041	System shall have Ability to facilitate in issuing an acknowledgement for the application for write off
IES.PT.042	System shall have provision for tax calculations- Bi-Annually, Annually, Quarterly
IES.PT.043	System should have a provision to tag property as suspect. Support in the system for Additional tags shall be required for properties with incomplete data, and which have been marked as potentially incorrect size, as distinct from property that does not exist.
IES.PT.044	System shall be able to add schemes for recovery of arrears in the system

IES.PT.045	System shall have Ability to enter/add field verification and approval details for write off
IES.PT.046	System shall have ability to levy different types of taxes on the property tax calculated. Taxes if levied shall not be on already entered taxes.
Property Registration Process	
IES.PT.047	<p>System shall support Property Registration with online workflow for approval process. Conditions for a new property registration could be as follows:</p> <p>A new property is identified during field survey</p> <p>Citizen informs the revenue department about the property</p> <p>An existing property undergoes bifurcation</p> <p>A property is given a new building plan approval and the system notifies the concerned officers to initiate the assessment of property after a pre-determined time</p>
IES.PT.048	System shall have Support for entering data for multiple owners
IES.PT.049	System shall have Support for entering data for Multiple floors
IES.PT.050	System shall have facility of Assigning the unique property ID based on the Process defined
IES.PT.051	System shall have ability for Arrears calculation based on occupation date
IES.PT.052	System shall have ability for Automatic tax calculation (In Any type of System i.e Capital Value System, ARV etc.)

IES.PT.053	System shall have all the information including the documents required for the convenience of citizen in the form of a checklist. This checklist shall also be available for users at ULB at their end.
IES.PT.054	System shall have Ability for entering/adding the applicant details for new assessment
IES.PT.055	System shall have Ability to generate a new assessment application acknowledgement receipt.
IES.PT.056	System shall have Ability to facilitate entering/adding of the field verification details.
IES.PT.057	System shall also be able to make entries for Vacant lands within the limits of the Municipality. System shall create a new property record for a vacant land and capture the required details.
Bifurcation of Properties	
IES.PT.058	System shall have provision for indicating the reason for bifurcating the existing property
IES.PT.059	System shall have provision for Creation of New Properties from an Existing Property
IES.PT.060	<p>System shall have provision of accepting the minimum following documents before user endorses bifurcation of properties</p> <p>Title deed</p> <p>Tax paid receipts – up to date</p> <p>Sketch showing the to-be amalgamated or bifurcated property with boundaries and measurement</p>

	<p>Paid up improvement charges receipt</p> <p>Flow chart of title</p>
IES.PT.061	System shall have provision of assigning unique property ID to the newly generated properties based on the rules set by ULB
IES.PT.062	After bifurcation, the system shall have inbuilt checks for verifying if area of the bifurcated properties is not more than the original property bifurcated.
IES.PT.063	System shall have provision for Not allowing Bifurcation if Taxes are due
IES.PT.064	System shall have provision for providing link to enlist details of earlier property before bifurcation
IES.PT.065	System shall have a provision for providing checklist of all necessary documents to bifurcate the property for the benefit of concerned officers
IES.PT.066	System shall have provision for Approval Workflow for Bifurcation
IES.PT.067	System shall have provision for Deactivation of Original Property
IES.PT.068	System shall have provision for Disallowing Transactions on Bifurcated Properties in workflow
Demolition and Reconstruction of Properties	
IES.PT.069	System shall have provision for Demolition and Reconstruction of a property from an Existing Property. In case of demolition of property, following fields need to be captured by the system - Reason for demolition

	<p>- Details of Plot/ building to be demolished a) Survey #</p> <p>Effective Date</p> <p>Details of surrounding boundary of property</p>
IES.PT.070	System shall have provision for allowing change in property details, Demand details and effective period With existing property ID
IES.PT.071	System shall have provision for imposing vacant land tax instead of property tax after demolition
IES.PT.072	System shall have provision for Not allowing Demolition and Reconstruction if Taxes are due
IES.PT.073	System shall have provision for Approval Workflow for Demolition and Reconstruction
IES.PT.074	System shall have provision for Disallowing Transactions on Demolition and reconstruction Property till final approval
Transfer of Property	
IES.PT.075	<p>System shall have ability to Transfer Name with Support for Sale Deeds / Inheritance / Gift / Will / Settlement. The system shall have provision to accept the following details-</p> <p>Applicant particulars</p> <p>Name of applicant</p> <p>Contact #</p> <p>Address Details</p> <p>- Purchase/ Gift particulars</p>

	<p>Plinth Area Details</p> <p>Address of premises seeking transfer of property</p> <p>Name and address of existing property owner</p> <p>Date of Purchase / Gift of premises</p> <p>Document Details - Regd. Deed # / Will No.</p> <p>In case of death- Death Certificate</p> <p>- Details of property for which applicant seeking transfer of property</p> <p>Property ID</p> <p>Plot Area</p> <p>Constructed Area</p> <p>Yearly Amount of Tax</p> <p>Amount of Tax Paid</p> <p>Tax paid up to < Date ></p> <p>Last Tax paid Receipt #</p>
IES.PT.076	System shall have ability to Approval Workflow for name Transfer
IES.PT.077	System shall have ability to Generation of Transfer Notice
IES.PT.078	System shall have ability to facilitate in entering/adding application details for title transfer of the property

IES.PT.079	System shall have ability to facilitate in issuing an acknowledgment for the application for title transfer property
IES.PT.080	System shall have ability to facilitate in entering/adding field verification details
IES.PT.081	System shall have Ability to enter/add approval details for title transfer property
IES.PT.082	System shall have facility of modifying/ deleting an existing record.
IES.PT.083	System should ask for NOC from departments/sections before processing the service request
IES.PT.084	System should follow the numbering of property as per the rules defined
Property Modification	
IES.PT.085	<p>System shall have provision for Property Modification leading to ARV/Demand Changes. The property modification could be due the following reasons:</p> <p>Structural factors such as addition/deletion of existing built up area.- Utility factors such as occupancy change.</p> <p>Court cases</p> <p>Any other reason where property details (except owner and address details) get changed.</p>
IES.PT.086	System shall have provision for Approval Workflow for Property Modification and capture approval details
IES.PT.087	System shall have provision for Support of multiple types of Workflows based on Property and Demand

	Attributes
IES.PT.088	System shall have provision for Modification of Correspondence Address/Email and Contact Numbers
IES.PT.089	System shall have provision for Ability to accept request for revision
IES.PT.090	System shall have provision for Ability to accept field verification details
IES.PT.091	System shall have provision for Ability to update the assessment database based on field verification details
IES.PT.092	System shall have provision for Ability to enter property modification details
IES.PT.093	System shall have provision for Ability to enter penalties details
Demand/ Billing	
IES.PT.094	System shall be able to Generate Final Notice and valuation Notices
IES.PT.095	System shall be able to Generate demand notice to be sent from ULB to citizen
IES.PT.096	System shall be able to Generate Bills status report
IES.PT.097	System shall be able to Mark cases for inspection in the system
IES.PT.098	System shall be able to Search different type of Notices
IES.PT.099	System shall be able to Generate Bulk generation of Bills

Collections	
IES.PT.100	System shall be able to handle Office, Bank and Field payments like scanner cum- Hand held devices, Tablet and Bluetooth printer
IES.PT.101	System shall allow Citizen friendly, pay anywhere online system
IES.PT.102	System shall allow Dishonored cheque handling
IES.PT.103	System shall allow Receipt Cancellation
IES.PT.104	System shall allow Interest Charges for Delayed Payments
IES.PT.105	System shall allow Support for Rebate for Early payments
IES.PT.106	System shall allow Support for Advance Payment
IES.PT.107	System shall allow Pushing the data of the hand held device from the database and pull the data from the hand held devices through GPRS
IES.PT.108	System shall allow Posting the payment collection information to the database and generate the acknowledgement for the payment
IES.PT.109	System shall allow Generate device wise payment details every day
IES.PT.110	System shall have Ability to maintain list of central government properties
IES.PT.111	System shall have Ability to calculate service charges for the said central governments properties

IES.PT.112	System shall have Ability to generate demand notices for service charges payable
IES.PT.113	System shall have provision for Entering/adding the application details for vacancy remission from property tax
IES.PT.114	System shall have provision for calculating penalty in case of dishonoring cheque and issue notice
IES.PT.115	System shall have ability to Maintain Demand Collection Balance (DCB) registers
Objections/Complaints	
IES.PT.116	System shall have ability to Capture Citizen Objections
IES.PT.117	System shall have ability to Support for hearing on objections
IES.PT.118	System shall have ability to Increase/Decrease of tax amounts based on judgment
IES.PT.119	System shall have ability for Memo Generation for revised tax details
IES.PT.120	System shall have ability to enter revision petition application
IES.PT.121	System shall have ability to generate acknowledgement for the revision petition
IES.PT.122	System shall have Ability to facilitate entering of the revision petition hearing date and details
IES.PT.123	System shall have Ability to generate endorsement for the revision petition after the hearing is done
IES.PT.124	System shall have ability of Entering the appeal petition application into the system

IES.PT.125	System shall have Ability to generate acknowledgement for the appeal petition application
IES.PT.126	System shall have Ability to facilitate in entering the appeal petition hearing date and details
IES.PT.127	System shall have Ability to generate endorsement for the appeal petition after the hearing is done and tax is either confirmed/revised by the official.
IES.PT.128	System shall have Ability to facilitate in generating court cases details in assessment.
Auction of Properties	
IES.PT.129	The system shall have provision for entering details on Auction of properties for whom sufficient notices have been provided and taxes have not been paid till date
IES.PT.130	The system shall have provision for entering the total dues pending
IES.PT.131	The system shall have provision for providing details on the approver who authorizes for auction of the said property
IES.PT.132	The system shall have provision of entering the amount received from auction and the same shall be reflected in the Accounts system
IES.PT.133	The system shall have provision of generating notices from the system for auctioning of a property with the necessary details
Recovery	
IES.PT.134	System shall have facility to Generate Notice for the initiation of recovery process

IES.PT.135	System shall have provision for Add/Edit Details of notice sent to the defaulters (integration with defaulter register)
IES.PT.136	System shall have provision to Add/Edit details of responses received from defaulters (integration with defaulter register)
IES.PT.137	System shall have facility to take Action by ULB officers on Notices Issued by provisioning comments and marking cases
IES.PT.138	System shall have provision for Flagging for legal cases filed, and information on these cases
IES.PT.139	System shall have provision for Flagging cases for investigation based on grievance filed by the assessee
IES.PT.140	System shall be able to Generate Warrants
GIS Integration	
IES.PT.141	System shall allow Integration with the Geo Portal created by NMMC
IES.PT.142	System shall allow Searching and Locating Property on GIS Map
IES.PT.143	System shall be able to generate Defaulters reports and integrate with GIS maps to clearly indicate zones/pockets of maximum defaulters
IES.PT.144	System shall generate Property Usage reports
IES.PT.145	System shall Display GIS reports based on various combination of Property and Demand Attributes
MIS	
IES.PT.146	System shall generate Building Age wise Assessment List

IES.PT.147	System shall generate report on Apartment Details, Complex Details
IES.PT.148	System shall generate report on the assesses who have submitted self-assessment form with respect to property tax
IES.PT.149	System shall generate list of field verification reports by tax inspectors
IES.PT.150	System shall generate report for list of occupiers other than Owners
IES.PT.151	<p>System shall generate separate reports of collections based on the following heads:</p> <p>Bill Collectors Collection</p> <p>Counter Collection, Direct bank remittance, CFC wise collection</p> <p>Mode of payment wise collections</p> <p>Ward wise Collection</p> <p>Revenue Circle wise Collection</p> <p>Locality wise Collection</p> <p>Penalty on Late Payment Collection</p> <p>Penalty on Unauthorized Construction</p>
IES.PT.152	System shall generate a report on Monthly List of Buildings Requiring Levy of property tax or Revision of property tax
IES.PT.153	System shall be able to create Demand Collection Balance reports. Data Fields for the report are given below –

	<p>Opening Balance (arrears as at end of last period)</p> <p>Current year demand</p> <p>Collection</p> <p>Collection against arrears</p> <p>Collection against current year Demand- Closing Balance as at end of period</p> <p>The report should be generated as Overall/summary and also by Municipal Circle, Revenue circle</p>
IES.PT.154	<p>System shall generate an Overview Report with the following minimum information: - No. of Properties</p> <p>Total arrears</p> <p>Total demand</p> <p>Total collections and- Total arrears</p> <p>The report should be generated as Overall, by revenue circle, by ward, by collector. Collections need to be shown against Arrears, current FY Demand and total. The figures for penalty and rebates are to be shown separately</p>
IES.PT.155	<p>System shall generate MIS reports at City, Ward, Street levels as decision support tools for the revenue department and citizens (e.g. Defaulters Report, Zone/Ward-wise collections)</p>
IES.PT.156	<p>System shall provide Collection trend analysis based on the following heads- Demand Envisaged</p> <p>Realization Expected</p>

	<p>Timely realization of payments</p> <p>Arrear recovery</p> <p>No. of properties</p> <p>Collection of penalty and interest</p> <p>The report should be generated as summary report for ULB and also by collector, Ward, Circle, holding category (Residential, Commercial/Industrial and Others), By type of Construction (Pacca, Asbestos, Others) and by category of Road (Principal, Main and Others).</p>
IES.PT.157	System shall provide Boundary wise Deactivated properties report.
IES.PT.158	System shall provide Property application workflow status report
IES.PT.159	System shall be able to calculate Arrear collection performance report
IES.PT.160	<p>System shall be able to generate revenue analysis based on the following elements: Data Fields for the report are given below</p> <p>Property ID</p> <p>Name</p> <p>Addresses</p> <p>The report can be classified in different Value Bands e.g. Rs. 2,000-Rs. 3999, Rs.4,000-5,999, Rs. 6,000 to - Total Arrears Rs. 10,999, and subsequent categories as defined by the ULBs.</p>

IES.PT.161	The revenue analysis report should be generated as summary report for ULB and also by collector, Ward, property category (Purely Residential, Purely Commercial/ Industrial and Others) , By type of Construction (Pacca, Asbestos, Others) and by category of Road (Principal, Main and Others)																				
IES.PT.162	Drill down of the ageing report shall be available at the property level. This report should be generated as summary report for whole ULB and also by each collector, ward and circle																				
IES.PT.163	<p>Classified category. The format of the report is given below</p> <p>System shall generate an Ageing Report that aims to capture total</p> <table><tr><th>Categories</th><th>Arrears</th><th>No. of Properties</th><th>Average Value Per holding</th></tr><tr><td>Current Demand</td><td></td><td></td><td></td></tr><tr><td>Demand between 1- 2 years</td><td></td><td></td><td></td></tr><tr><td>Demand between 2-3 years</td><td></td><td></td><td></td></tr><tr><td>More than 3 years</td><td></td><td></td><td></td></tr></table> <p>arrears as at end of any period in a year</p>	Categories	Arrears	No. of Properties	Average Value Per holding	Current Demand				Demand between 1- 2 years				Demand between 2-3 years				More than 3 years			
Categories	Arrears	No. of Properties	Average Value Per holding																		
Current Demand																					
Demand between 1- 2 years																					
Demand between 2-3 years																					
More than 3 years																					
IES.PT.164	<p>System shall generate report on Projections of Annual Demand. Data Fields for the report are given below-</p> <p>Total no. of Properties</p> <p>Actual demand with current rate structure- Projected Amt.</p> <p>The report should be generated as summary report for ULB and category wise sub-total for type of use - Difference (Increase / Decrease) (Purely Residential, Purely Commercial/Industrial and Others), by type of Construction (Pacca, Asbestos, Others) and by category of Road (Principal, Main and Others).</p>																				

IES.PT.165	<p>System should be capable of generating any information as and when needed by querying the database e.g. - Revenue Analysis of Demand, Collections and Arrears as defined for total or various categories or for various wards</p> <p>List of all default customers above defined amount, categories or locations</p> <p>List of all flagged assesses where legal action is being taken and their status</p> <p>List of flagged customers where recovery action being taken</p> <p>List of all flagged assesses from whom payment by cheques are received and cheques dishonored when presented</p> <p>Ward wise Property details as defined- Ward wise demand details.</p> <p>Property details as according to the criterion of valuation laid down under Municipal Act, Maharashtra- Collection report based on mode of payments i.e. Cash, cheque, cards etc.</p> <p>Collection report based on channel of collection –collector, CFC, internet, online etc.</p> <p>Category wise list of all properties whose assessable area has changed (in percentage) as per user input- Details of payments / commissions paid for collections</p>
IES.PT.166	<p>System shall generate Exception Reports for the following scenarios:</p> <p>Difference between amount of tax return filled and actual tax liability calculated by the system based on the- Status of Flagged/suspected properties - Overall, municipal circle wise, revenue circle wise, ward wise, and data available in</p>

	<p>the database collector wise list of property which have been marked as suspected along with the remarks and other details.</p> <p>Cases where property data has not been received consistently</p> <p>Cases for properties where data has changed multiple times in a span of 6 months/ 1 year- Cases where occupancy details have changed often</p>																		
IES.PT.167	<p>The system shall generate report for specific time period in the following scenarios-</p> <p>- Change in assessable area –</p> <p>For a particular property - original and revised area.</p> <p>Category-wise list of all the properties whose assessable area has changed (in percentage or range of percentage) as per user input</p> <p>Ownership change for a particular property with the tenure details</p>																		
IES.PT.168	<p>The system shall be able to generate report on tax collectors' performance as per the following format-</p> <table><tr><th rowspan="2">Collector's Name</th><th rowspan="2">No. of Properties</th><th colspan="2">Total Demand</th><th colspan="2">Total Collection</th><th rowspan="2">Efficiency of collection (%)</th></tr><tr><th>Current</th><th>Arrears</th><th>Current</th><th>Arrears</th></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Collector's Name	No. of Properties	Total Demand		Total Collection		Efficiency of collection (%)	Current	Arrears	Current	Arrears							
Collector's Name	No. of Properties			Total Demand		Total Collection			Efficiency of collection (%)										
		Current	Arrears	Current	Arrears														
IES.PT.169	System shall generate Current collection performance report																		

SMS & E-Mail Facility

IES.PT.170	System shall provision of Updating citizen on every transaction on property application via SMS and Email. (Transactions like Property application final approval, Name transfer, Demand generation, collection, etc.,)
IES.PT.171	System should be able to capture/update the mobile number of the assessee and Aadhar number
IES.PT.172	System should be able to send an alert to the property owner with property tax details like amount to be paid, due date for payment.
IES.PT.173	System should be able to generate and send mobile / E-mail acknowledgment when the tax is paid
IES.PT.174	System shall be able to seamlessly Integrate with GIS, Accounts, Building Plan approval System Modules, etc.
IES.PT.175	System shall have facility for Searching property based on Property ID/Mobile no / Ward /Owner name (including First name, Middle Name, Surname) / Father Name, Mother Name, Voter ID, House no.

29.2. Water Tax Management

Requirement ID	Functionality
Masters	
IES.WM.01	Details of Wards (Addition/Modification/Search)
IES.WM.02	Details of Application Type (Addition/Modification/Search)
IES.WM.03	Details of Connection Types (Addition/Modification/Search)
IES.WM.04	Details of Water Sources Types (Addition/Modification/Search)
IES.WM.05	Details of Usage Type (Addition/Modification/Search)
IES.WM.06	Details of Pipe Size Master (Addition/Modification/Search)
IES.WM.07	Details of Security Deposit Master (Addition/Modification/Search)
IES.WM.08	Details of Meter Cost (Addition/Modification/Search).
IES.WM.09	Details of Charges (Addition/Modification/Search)
IES.WM.10	Details of regularization penalty (Addition/Modification/Search)
IES.WM.11	Details of Demand and penalty period (Addition/Modification/Search)
IES.WM.12	Details of penalty (Addition/Modification/Search)
IES.WM.13	Details of slab rates for metered connection Master (Addition/Modification/Search)

Requirement ID	Functionality
IES.WM.14	Details of slab rates for non-metered connection Master (Addition/Modification/Search)
IES.WM.15	Details of bank master (Addition/Modification/Search)
IES.WM.16	Details of bulk sanctions Master (Addition/Modification/Search)
IES.WM.17	Details of probable days of Application processing Master (Addition/Modification/Search)
IES.WM.18	IDs such as Water Tax ID and Property Tax ID (Addition/Modification/Search) and mapping of these IDs
Citizen Services	
IES.WM.19	System should have the facility to apply and submit the online application for new water / sewerage connection / disconnection / reconnection
IES.WM.20	System should have the facility to upload documents along with the online application
IES.WM.21	The system shall have a link of every water connection allotted with Property Tax Module
IES.WM.22	The system shall generate Application tracking number for each application submitted online or through service center
IES.WM.23	The system shall print acknowledgement receipt for the application submitted
IES.WM.24	The citizens shall be able to track their applications online

Requirement ID	Functionality
IES.WM.25	Citizens shall be able to pay the dues through any of the following methodologies - Online Payment - Payment through citizen facilitation center
IES.WM.26	System shall have a checklist of all the documents required to be submitted while applying
Defining Various Charges	
IES.WM.27	The system shall have a facility to define Water consumption Charges for metered and non-metered connections
IES.WM.28	The system shall have a facility to define Water connection charges
IES.WM.29	The system shall have a facility to define Charges for Scrutiny of water connection
IES.WM.30	The system shall have a facility to define Deposit for various connection size & category.
Departmental Processes	
IES.WM.31	The system shall have a facility to allocate new water Connection with the following provisions: - Applicant Name Address Connection Type House Value Estimated monthly rent

Requirement ID	Functionality
	No. of connections
IES.WM.32	<p>The system shall be capable of capturing the following details for current connection details but not limited to;</p> <p>Design Type</p> <p>Number of Connection</p> <p>Water Knob</p> <p>Meter</p> <p>Motor</p> <p>Main Pipeline Design</p> <p>Others</p>
IES.WM.33	<p>The system shall be capable of capturing the following details for current connection details but not limited to;</p> <p>Number of Connection</p> <p>Purpose</p> <p>Connection Design</p> <p>Tap Pipe design</p> <p>Meter</p> <p>Main Pipeline</p> <p>Road</p>

Requirement ID	Functionality
	Distance from Main Pipeline Wastewater Management Type of Road General Information
IES.WM.34	The system shall have a facility to Close Connection (Permanent / Temporary)
IES.WM.35	The system shall have a facility to handle Change of use
IES.WM.36	The system shall have a facility to handle Reconnection
IES.WM.37	The system shall have a facility for Issuance of Plumber license based on capturing the following details but not limited to: Name of Plumber Contact Number Zone No. & name Address
IES.WM.38	The system shall have provision for auto-generated license number for Plumber
IES.WM.39	The system shall have provision for viewing Licensed plumber information-based License Number and Name of Plumber

Requirement ID	Functionality
IES.WM.40	The system shall have a facility for Renewal of Plumber license
IES.WM.41	The system shall automatically route the application for new/modify, etc. connection, license, etc. to the concerned official in the system
IES.WM.42	<p>The system shall have a facility to capture various details of the Water Connection like - Consumer Details- Property Details, Owners Details, Link to Property Number.</p> <p>Metered/ Non-Metered Connections</p> <p>Multiple Usage type - Domestic, Commercial, etc.</p> <p>Tariff Category.</p>
IES.WM.43	The system shall have a facility to capture various connection details like Connection Size, Distribution Line, Pressure etc.
IES.WM.44	The system shall have a facility to capture Compliance for 'No dues' for property Tax
IES.WM.45	The system shall have a facility to capture Meter Information like Meter No., Make, Cost etc.
IES.WM.46	The system shall have a facility for Meter Restoration Details
IES.WM.47	The system shall have a facility for Scrutiny at various levels for citizen services
IES.WM.48	The system shall have a facility to capture road digging charges

Requirement ID	Functionality
IES.WM.49	The system shall have a facility for recording details of site scrutiny
IES.WM.50	The system shall have a facility for Work Order Printing for new connections, re-connections and closing of connections.
IES.WM.51	<p>The system shall have a facility to capture Meter Reading Entry</p> <p>Meter Reading Data Entry</p> <p>Meter Cut off- Restoration</p>
IES.WM.52	The system shall have a scope for PDA based Meter Reading Capture & Bill Generation and uploading of PDA data to system
IES.WM.53	The system shall have a facility for Temporary Disconnection
IES.WM.54	<p>The system shall have a facility for Bill Generation</p> <p>Billing for Metered and non-metered connections</p> <p>Billing schedule for different connection category</p> <p>Consideration of advance paid if any</p> <p>Interest calculation on arrears</p> <p>Bill correction</p>
IES.WM.55	The system shall have a facility for Bill Printing
IES.WM.56	The system shall have a facility for Bill Collection from CFC
IES.WM.57	The system shall support bulk generation of Bills based on

Requirement ID	Functionality
	Meter Reading
	Flat charges
IES.WM.58	The system shall have a facility for handling Cheque dishonor and outstation Cheque charges
IES.WM.59	System should have the provision to maintain the water related data of all consumers
MIS	
IES.WM.60	System shall be capable of generating reports for late payment of bills, the money received month wise, year wise.
IES.WM.61	connection, User Type, new connection, re-connection, disconnection, etc. The system shall be capable enough to generate and maintain connection Outstanding Register based on Size of water
IES.WM.62	The system shall be capable enough to generate and maintain Bill Acceptance Register
IES.WM.63	The system shall be capable enough to generate and maintain Meter reading reports
IES.WM.64	The system shall be capable enough to generate and maintain Consumption statement
IES.WM.65	The system shall be capable enough to generate and maintain list of consumers ward, category & size wise
IES.WM.66	The system shall be capable enough to generate and maintain List of connections

Requirement ID	Functionality
IES.WM.67	The system shall be capable enough to generate and maintain List of closed connections
IES.WM.68	The system shall be capable enough to generate and maintain Ward-wise / Zone-wise Recovery reports
IES.WM.69	The system shall be capable enough to generate and maintain Top Defaulters Report
IES.WM.70	The system shall be capable enough to generate and maintain Tax-wise Recovery Details
IES.WM.71	The system shall be capable enough to generate and maintain Tax-wise Demand Details
IES.WM.72	The system shall be capable enough to generate and maintain Advance Payment Reports
IES.WM.73	The system shall be capable enough to generate and maintain Bill status for bill generation
IES.WM.74	The system shall be capable enough to generate and maintain Faulty Meter Report
IES.WM.75	System should be able to generate Reports pertaining to bill amendments.
IES.WM.76	The system shall be capable enough to generate and maintain Illegal connection reports (Based on complaints)
IES.WM.77	The system shall be capable enough to generate and maintain Water quality test reports

Requirement ID	Functionality
IES.WM.78	The system shall be capable enough to generate and maintain Ward wise / zone wise / line water pressure reports
Other Requirements	
IES.WM.79	The system shall have provision for tracking court cases
IES.WM.80	The system shall be able to send Notification to registered citizens for the dues
IES.WM.81	The ULBs shall be able to provide new water connections to the citizens within 15 days of receipt of the application online/ manually and subject to fulfilment of all documentary proofs
IES.WM.82	System should be able to generate the any other fixed format and Ad hoc reports as desired.

29.3. Works Management

Requirement ID	Functionality
Departmental Functions	
IES.WoM.01	System should generate a unique Project Code for each Project based on Project type.
IES.WoM.02	System should have the facility to track the project status by project code through portal
IES.WoM.03	The system shall have provision for maintaining master for heads of categorization of the Schedule of Rates (SOR)

Requirement ID	Functionality
	specific to the ULB. Each SOR entry will be assigned to a category.
IES.WoM.04	The system shall have provision for maintaining master for the rates for the standard activities described in the Schedule of rates used by the ULB. These values shall be defined at the time of system setup
IES.WoM.05	System shall be able to maintain masters for the Contractor grade that contains list of grades for contractor categorization. The minimum and the maximum amount which is permissible for a grade will be specified in this master.
IES.WoM.06	System shall maintain a work type and sub-work type master for listing of work types that will be carried out by the ULB
IES.WoM.07	The system shall have provision for maintaining a Contractor Master (maintained by the Engineering Department) with Supplier/Contractor Registration
IES.WoM.08	The system shall maintain a master of overheads for recording the overheads associated with the execution of the work
IES.WoM.09	The system shall allow creation of Abstract estimate with details such as Name of the Work, Scheme, Work Description, Name of the Executing Department, overheads.
IES.WoM.10	The system shall have provision for providing Library of forms/templates for Estimates
IES.WoM.11	The system shall be able to capture the details of the asset linked to the estimate.

Requirement ID	Functionality
IES.WoM.12	System shall be able to create estimates for an asset or for multiple assets together which belong to the same geographical location so that they have same SOR rates
IES.WoM.13	The system shall provide financial estimates based on the Schedule of Rates/Non-Schedule of Rates and allow it for review and approval by the competent authority
IES.WoM.14	On submission of the Financial Details, the system shall enable budgetary Checking w.r.t budgets available and Budgetary Appropriation Number will be generated
IES.WoM.15	The system shall have provision for configuring the Budgetary Appropriation Number and Project Number format
IES.WoM.16	The system shall display the estimate the Estimate Number, Executing Department, Name of Work, Type(Nature of work) , Estimate date , Owner and Total(total estimate value).
IES.WoM.17	The system shall have provision for creating estimates for works executed from MP/MLA ward development funds
IES.WoM.18	The system shall support for allocation of budget for spill overestimates in the current financial year.
IES.WoM.19	The system shall be able to handle creating estimates which can run across several financial years by apportioning the project execution percentage for each year.
IES.WoM.20	The system shall generate bill of quantities as an excel output which will help the official in preparing tender document.

Requirement ID	Functionality
IES.WoM.21	The system shall support for estimate copy feature which allows official to copy all the details of an estimate and create new estimates
IES.WoM.22	The system shall have the ability to maintain details of Department and Officers
IES.WoM.23	The system shall have the ability to Select budget code
IES.WoM.24	The system should integrate with the GIS portal of NMMC.
IES.WoM.25	The system should have the ability to maintain details of Milestones and Payment pattern
IES.WoM.26	Based on the information gathered above, the system shall enable providing/ uploading the following to/in the system: - Acceptance Letter issued Acceptance Letter acknowledged Agreement Order Signed Work Order Issued Work Order acknowledged
IES.WoM.27	The system shall generate unique work order number each time
IES.WoM.28	The system should have the ability to manage Information flow across authorities

Requirement ID	Functionality
IES.WoM.29	The system shall have the ability to register Approval/rejection by Authorities at any point of time before issue of work order and post issuance of work order
IES.WoM.30	The system should have the provision to check budget utilization information for department wise and scheme wise for last 5 years
IES.WoM.32	The system should have the provision to monitor the availability of budget against each head and scheme for tracking any overspending of the department
IES.WoM.33	The system should have the provision to send notification to concerned officials in case there is any overspending in the project
IES.WoM.34	The system should be able to capture the security deposit and EMD - Defect liability period and contract period.
IES.WoM.35	System shall be able to track the offline processes like site handover, work commencement in the system
Measurement Process	
IES.WoM.36	The system shall enable capturing of measurement book details
IES.WoM.37	The system shall allow uploading real time geo tagged photographs of the site in the system
IES.WoM.38	The System shall have provision for capturing measurements for legacy projects.

Requirement ID	Functionality
IES.WoM.39	The system shall have ability to restrict the user from adding quantities in the measurement book more than agreed quantity in the work order.
IES.WoM.40	The system shall allow the user to exceed the agreed quantities from the work order to some minimum percentage in the measurement book by issuing a special order from department.
IES.WoM.41	The system shall have the ability to get the scheduled rates from the estimate and apply them in the measurement book for the project.
IES.WoM.42	The system shall allow users to add contractor comments when creating a measurement book.
IES.WoM.43	The system shall enable applying reduced rates if the work is substandard and reworking on them is not possible
IES.WoM.44	The system shall allow applying part rates if the work is substandard and contractor agrees to correct the work as per engineering standards
IES.WoM.45	The system shall maintain hierarchy-based workflow approval for measurement book.
IES.WoM.46	The system shall provide functions for definition of milestones for a project and assigning weightage in terms of percentage for each milestone.
IES.WoM.47	System shall allow defining templates for the milestone for a type of work and subtype of works

Requirement ID	Functionality
IES.WoM.48	On achieving each and every milestone, the system shall allow the user to create measurements.
Revision Estimates	
IES.WoM.49	The system shall support for revision of estimates if the project execution is overshooting the agreed work in the work order.
IES.WoM.50	The system shall allow revision by adding or deducting the items from the existing BOQ in order that WO amount does not change.
IES.WoM.51	The system shall have provision for revision by adding or deducting the items from existing BOQ with increase in amount.
IES.WoM.52	The system shall allow revision by adding new Schedule of rates from masters which were not agreed in the work order.
IES.WoM.53	The system shall allow revision by adding new non-Schedule of rates which were not agreed in the work order.
IES.WoM.54	The system shall enable approving the revised financial estimate.
IES.WoM.55	The system shall have ability to revise the estimate multiple times for a project.
IES.WoM.56	The system shall be able to issue revised work order to the contractor with revised BOQ
Payments	

Requirement ID	Functionality
IES.WoM.57	The system shall enable creating bills based on the measurements added in measurement book.
IES.WoM.58	The system shall have ability to issue multiple part bills for a project
IES.WoM.59	The system shall have ability to handle bills for multiple estimates in a work order.
IES.WoM.60	The system shall have provision of capturing information about contractor issued bill number and work completion date.
IES.WoM.61	The system shall have ability to apply percentage from the work order on the measurement amount to derive the bill amount.
IES.WoM.62	The system shall have ability to create bills with the applied rate from the work order in case of item rate tender.
IES.WoM.63	The system shall have provision of generation of contractor bills with statutory, standard and custom deductions.
IES.WoM.64	The system shall have ability to deduct and refund retention money to contractors.
IES.WoM.65	The system shall have provision for generating contractor bills with advance adjustment.
IES.WoM.66	The system shall have ability to create contractor advance to the contractor for a project and adjust them with actual bill generation.

Requirement ID	Functionality
IES.WoM.67	The system shall generate contractor bills and vouchers as per accounting standards in NMAM (National Municipal accounts manual) and NMMC requirement.
IES.WoM.68	The system shall have ability to generate completion certificate for contractor final bill.
IES.WoM.69	The system shall indicate through notifications if defect liability period for a project is over.
IES.WoM.70	The system shall be capable of refunding retention money which was deducted from contractor payments.
IES.WoM.71	The system shall have ability to generate security deposit refund bills.
IES.WoM.72	The system shall be capable of verifying whether all the milestones defined for the project is 100% complete to generate a final bill.
IES.WoM.73	The system shall generate scheme utilization report from financial module when all the projects are closed for a scheme.
IES.WoM.74	The system shall provision for culled out Fund and budget utilization for each budget head and fund at any point of time.
IES.WoM.75	The system shall provide ability capture the engineering test results for the test conducted with the sample as a document attachment.
MIS	

Requirement ID	Functionality
IES.WoM.76	The system shall have ability to generate reports on the appropriations made against a chosen budget head
IES.WoM.77	The system shall generate work status report
IES.WoM.78	The system shall provide contractor performance tracking report
IES.WoM.79	The system shall generate scheme utilization report in case funds are utilized through any specific schemes
IES.WoM.80	The system shall generate contractor billing/payment history report
IES.WoM.81	The system shall have ability to generate planned estimate report
IES.WoM.82	The system shall be able to generate contractor-wise abstract
IES.WoM.83	The system shall be able to generate estimate abstract by type of work
IES.WoM.84	The system shall be able to generate estimate abstract by department
IES.WoM.85	The system shall be able to generate retention money recovery report
IES.WoM.86	The system shall generate progress of Works and the Expenditure (budgeted vs. actual) incurred on each Work for publishing in the public domain
IES.WoM.87	The system shall provide Liabilities/payments by Contractor

Requirement ID	Functionality
IES.WoM.88	The system shall provide Measurement Book Entries (Estimated vs. Agreed vs. Actual)
Other Requirements	
IES.WoM.89	The system shall be able to manage details of Upgrading/ Blacklisting of contractors
IES.WoM.90	The system shall enable provision for handover of asset and closure of project
IES.WoM.91	The system shall have provision for manage details of Complaints/ feedback of contractors by allowing necessary sections for comments and risk assessment every quarter can be done
IES.WoM.92	The system shall have integration with the financial accounting module so that it helps in generating contractor bills, processing contractor advance, security deposit, and retention money
IES.WoM.93	System should be able to generate the any other fixed format and Ad hoc reports as desired.

29.4. Financial Management Module

Requirement ID	Functionality
Departmental Process	
IES.AMS.001	System should have the facility for incorporating all formats for reporting and books of accounts as prescribed in the

Requirement ID	Functionality
	Maharashtra Municipal Account Code, 2013 and other latest government codes, if any.
IES.AMS.002	System should have the facility for incorporating of existing formats of registers in specific ULBs
IES.AMS.003	System shall have Facility to create Account Head Definition
IES.AMS.004	System should allow definition of profit/cost centers within ULB
IES.AMS.005	System should have the ability to maintain Bank Account Details of all vendors, suppliers and customers
IES.AMS.006	System should capture all the working processes of account & finance
IES.AMS.007	System should have Ability to perform combined basis accounting (Cash and Accrual)
IES.AMS.008	Accounts Payables, Fixed Assets, Materials, Sub-ledger System should allow Real Time update of data from the subsidiary ledgers like Accounts Receivables,
IES.AMS.009	System should have the ability to manage Vendor Details (Name, Address, PAN, TAN/ TIN, etc.)
IES.AMS.010	System should have the ability to provide access for employees in the Accounts department with log in and password
IES.AMS.011	System shall have a Budget Preparation, Distribution and Management System

Requirement ID	Functionality
IES.AMS.012	System should have the ability to plan and prepare budget
IES.AMS.013	Ability to create department-wise estimated provision, revision for income and expenditure
IES.AMS.014	System should have the ability to prepare Budget Appropriation between different budget heads through approval process
IES.AMS.015	System should have the ability to perform administrative approval / dis-approval of works linked to budget availability
IES.AMS.016	System should have the ability to generate budget approval and rejection report
IES.AMS.017	System should have the ability to generate report on comparison between actual and estimated cost/ expenditures
IES.AMS.018	System should have the ability to display warning messages in case the budgetary limits are exceeded.
IES.AMS.019	System should have the ability to generate receipts of collections (property tax, water tax, rent, grants, security money and earnest money, etc.) - Counter wise collection details and Summary reports
IES.AMS.020	System should have Flexibility to control posting to specific ledger accounts with specific documents
IES.AMS.021	System should have the ability to record/ Modify a bill raised as an asset

Requirement ID	Functionality
IES.AMS.022	System should have Flexibility to date formats, number formats per user
IES.AMS.023	System should have the ability to manage Cheque/ Cash Deposit Slips into Bank
IES.AMS.024	System should have the ability to capture of Cheque Dis-honour cases, Remittance entry
IES.AMS.025	System shall indicate Opening balance updates
IES.AMS.026	System shall be able to indicate closure of FY.
IES.AMS.027	System should have Flexibility to define fiscal year including start month and end month
IES.AMS.028	System should have Ability to define 12 periods/ month within fiscal year
IES.AMS.029	System should have ability to reopen closed period, subject to valid authorization
IES.AMS.030	System should allow to keep multiple periods open across financial years or within financial year
Double Entry Accounting System	
IES.AMS.031	System should have facility for ULBs to prepare the expenditure online as per format.
IES.AMS.032	System should have interface with others IES modules.
IES.AMS.033	System should have workflow process as per function

Requirement ID	Functionality
IES.AMS.034	System should have facility to prepare comparative statement.
IES.AMS.035	System should have facility to generate the bill.
IES.AMS.036	System should have facility to prepare the monthly account
IES.AMS.037	System should have facility to prepare Challan online.
IES.AMS.038	System should have facility to update Receivables /Assessors records from collections at Banks/Citizens Facilitation Centers or other outlets including collection clerks (on commission) or Outsourced Collections
IES.AMS.039	System should have facility to maintain cash and bank book and should allow reconciliation as per bank statements
IES.AMS.040	System should facilitate to view the bill raised by vendor and should be able to link bill details with Purchase/ work order (if any)
IES.AMS.041	System should facilitate the user to view the status of bill raised or claim submitted
IES.AMS.042	System should allow departments to update all taxes, fees, fines etc. collected head wise
IES.AMS.043	System should have facility to prepare the Accounts and should maintain the registers like Cash Book, Income etc.
IES.AMS.044	System should have facility to maintain cash and bank book and should allow reconciliation as per bank statements

Requirement ID	Functionality
IES.AMS.045	System should have provision for timely notification and generation of report for timely action for financial documents
Payment Management	
IES.AMS.046	System should have the facility for maintenance of master database of all suppliers, contractors and vendors
IES.AMS.047	System should Support legal requirements such as TDS, Sales Tax, VAT, Excise Duty, Service Tax and GST
IES.AMS.048	Accounting system should book the liability on entry of these amounts and an appropriate entry should be made based on double entry accrual-based accounting principles.
IES.AMS.049	System should allow add and modify invoices, credit and debit memos, pre-payments, holds, invoice notices etc.
IES.AMS.050	System should allow disbursement of payments (salary, contractors/suppliers, administrative expenses, PF, profession tax, etc.)
IES.AMS.051	Employee database and calculation of salary and statutory (PF etc.) payment for each employee
IES.AMS.052	System should facilitate entry of the consolidated salary and statutory (PF, PT etc.) payment amounts for each department in the accounting
IES.AMS.053	System should have the ability to entry details of bill / liability
IES.AMS.054	System should have the ability to authorize payment

Requirement ID	Functionality
IES.AMS.055	System should have the ability to set Payment reminder through SMS, email and/ or both
IES.AMS.056	System should have the ability to maintain Payment Voucher (Full or Partial Amount)
IES.AMS.057	System should have the ability to make online payments
IES.AMS.058	System should have the ability to maintain Check details, Check Printing
IES.AMS.059	System should have the ability to record Check Issuance Details
IES.AMS.060	System should have the ability to record Cheque Cancellation details
IES.AMS.061	System should have the ability to record Cheque lost details
IES.AMS.062	System should have the ability to record Cheque bounced details
IES.AMS.063	System should facilitate collection of Security Deposit / Earnest Money Deposit Management
Loans & Advance Management	
IES.AMS.064	System should have the ability to maintain Loan or Advance Register
IES.AMS.065	System should have the ability to maintain Loan or Advance Register

Requirement ID	Functionality
IES.AMS.066	System should have the ability to keep a record of all loan defaults and escalation system for such defaulters
IES.AMS.067	System should have the ability to facilitate Loan & Advance Instalment Payments
Grants Management	
IES.AMS.068	System should have the ability to maintain Grant Register
IES.AMS.069	System should have the ability to maintain Utilization Details
IES.AMS.070	System should have the ability to maintain investment details of the grants/ funds received
IES.AMS.071	System should have the ability to track disbursement details/ payment details against the different grants
Liquid Asset Management	
IES.AMS.072	System should have the ability to maintain Investment Register
IES.AMS.073	System should have the ability to compare different options for Investments
Advance Management	
IES.AMS.074	Receipts and payment account – showing the receipts and payments of cash major head wise along with schedules
IES.AMS.075	Cash Flow – Showing the receipts and payments of cash bifurcated into operating, investing and other financing activities

Requirement ID	Functionality
IES.AMS.076	System should maintain TDS/ VAT Register, Online Payment of Tax
IES.AMS.077	System should maintain Bank Account wise balances
IES.AMS.078	System should integrate Ledger A/c with ECS Payment
IES.AMS.079	System should generate Final Account after completion of financial year
Recoveries Management	
IES.AMS.080	System shall have provision for Deduction of recovery at the time of bill creation and auto-reflection in the accounts system
Tax Handling	
IES.AMS.081	System should have provisions to incorporate tax structure using tables that support complex calculations based on flat rate, percentage, slabs and a combination of them
IES.AMS.082	System should have provision to provide investment declaration by individual employees and entry of same either online by employees or by a centralized team or uploading all individual declaration
IES.AMS.083	System should have provision for Calculation of projected TDS by the system based on an employee's remuneration, structure, and investment declaration filed by the employee.
IES.AMS.084	System should have Provision of entry of actual investments by employee, central team or upload of individual declarations recalculations of tax liability in case of

Requirement ID	Functionality
	retrospective change in salary after considering provisions of Sec. 89 of the Income Tax Act.
IES.AMS.085	System should have provision to calculate TDS
IES.AMS.086	System should have provision to manually deduct TDS amount
IES.AMS.087	System should have provision to generate TDS Certificates
IES.AMS.088	System should have provision to generate form 16, form 16 B, form 16AAA, and form 24
IES.AMS.089	System should have ability to book TDS amounts and set off against total TDS liability
IES.AMS.090	System should have provision to consolidate TDS certificates and issue a single one at the end of a defined period
IES.AMS.091	System should have provision for Automatic calculation of the tax liability at source
IES.AMS.092	System should have provision for Income tax statement per employee / all (actual or previous years) Capability to analyze the transactions based on user definable and dynamic parameters
MIS	
IES.AMS.093	System should have the ability to generate Statutory Reports like Balance Sheet,

Requirement ID	Functionality
	Income and Expenditure Report and Receipts and Payments
IES.AMS.094	System should have the ability to Generate Accounting reports like Trial balance, General Ledger Bank book Cash book Sub-ledger reports Sub Ledger schedule report
IES.AMS.095	System should have the ability to maintain Journals
IES.AMS.096	System should have the ability to maintain Journal daybook report
IES.AMS.097	System should have the ability to maintain Journal voucher report
IES.AMS.098	System should have the ability to maintain Advance Ledger
IES.AMS.099	System should maintain all types of Ledgers
IES.AMS.100	System should have the ability to maintain Stop payment Register
IES.AMS.101	System should have the ability to maintain Payment Register

Requirement ID	Functionality
IES.AMS.102	System should maintain Outstanding Bill Register
IES.AMS.103	System should maintain Reports on Receivables
IES.AMS.104	System should maintain Cash Book (Detailed & Summary)
IES.AMS.105	System should maintain Bank Reconciliation Statement
IES.AMS.106	System should maintain Opening balance
IES.AMS.107	System should maintain Day Closing balance
IES.AMS.108	System should maintain Works Details (Contractor-wise bill and payment details)
IES.AMS.109	System should maintain Party-wise deductions (Rebates, penalties) Register
IES.AMS.110	System should maintain Security Deposit Register
IES.AMS.111	System should maintain Grants Register
IES.AMS.112	System should maintain Loans Register
IES.AMS.113	System should maintain Investment Register
IES.AMS.114	System should maintain Advance Register
IES.AMS.115	System should maintain Cheque Issue Register
IES.AMS.116	System should maintain Cheque Dis-honour Register
IES.AMS.117	System should maintain Inactive accounts listing report
IES.AMS.118	System should maintain Suspense accounts report

Requirement ID	Functionality
IES.AMS.119	System should maintain Cost Centered Accounting Reports
IES.AMS.120	System should maintain Accounts analysis reports (revenue, expenditure, fixed assets etc.)
IES.AMS.121	System should maintain Payment Trend Analysis
IES.AMS.122	System should maintain Receipt Trend analysis
IES.AMS.123	System shall generate Budget Variance reports
IES.AMS.124	System shall provide Department wise budget reports
IES.AMS.125	System shall provide Pending Tax Deducted at Source (TDS) reports
IES.AMS.126	System shall generate Auto Remittance Report
IES.AMS.127	System shall showcase TDS summary Report
IES.AMS.128	System should maintain Analysis on unspent amount of previous years
IES.AMS.129	Ability to provide details of payments segregated into on time payment, early payment and delayed payment
IES.AMS.130	Ability of details of payments made before due date and corresponding cash discount allowed to customers
IES.AMS.131	System should maintain the details/ report Funds received under tender fee, license fee, fines imposed, Government budget, earnest money etc.
IES.AMS.132	System should maintain the details/ report financial documents like Bank guarantee, LC, Security, deposits etc.

Requirement ID	Functionality
IES.AMS.133	System should maintain the details/ report Details about the GPF A/Cs of all employee
IES.AMS.134	System should have facility to generate reports on expenditure (ULB-wise, head-wise etc.)
IES.AMS.135	System should have facility to generate reports on budget allocated / spent (ULB wise)
IES.AMS.136	System should able to generate the any other fixed format and Ad-hoc reports as
IES.AMS.137	System should generate report for Demand, Collection and Balance (DCB) for each type of Tax and Nontax;
IES.AMS.138	System shall be capable of generating due date wise analysis of vendor accounts

29.5. Material Management Module

Requirement ID	Functionality
IES.EWM.1	<p>Categorization of Stores</p> <p>Central Stores</p> <p>Central Medical Store (CMSO)</p> <ul style="list-style-type: none"> ➤ Hospital Stores ➤ Biomedical Engineering Store ➤ General Stores (issuing stationery and non-medical materials) ➤ Electrical Stores

Requirement ID	Functionality
	<p>➤ Civil Stores</p> <p>Street Light Department Stores</p> <p>Water Supply & Drainage Dept.</p> <p>Roads & Building Dept.</p> <p>Central Workshop Stores Dept</p> <p>Dead stock Register (for movable assets)</p>
IES.EWM.2	Defining Various Items under each category
IES.EWM.3	Approved Vendor List of AMC along with their details
IES.EWM.4	Price-list for the Rate Contract Items
IES.EWM.5	Sanction from Standing Committee
IES.EWM.6	Proposal submission for Individual Orders
IES.EWM.7	Purchase Orders
IES.EWM.8	Indent Processing
IES.EWM.9	Facility to each department to indent material Accounts
IES.EWM.10	Issue of Material by Stores Staff
IES.EWM.11	Order to vendor by Stores Dept./ staff
IES.EWM.12	Material receipt forecast
IES.EWM.13	Reminder to vendor in case of delay in delivery

Requirement ID	Functionality
IES.EWM.14	Receipt of Material, Stock Updation, Capture of Sr. No., Batch No
IES.EWM.15	Capture of Date of Manufacture & Validity Date for Food / Medical Items
IES.EWM.16	Maintenance of Reorder level i.e. procurement after reaching reorder level
IES.EWM.17	Payment to Vendor
IES.EWM.18	Disposal of Dead Stock
IES.EWM.19	Department-wise submission of details
IES.EWM.20	Disposal of Dead Stock
IES.EWM.21	MIS
IES.EWM.22	List of Vendor-wise / Material-wise orders
IES.EWM.23	Material-wise, Department-wise consumption report
IES.EWM.24	Disposal of Dead Stock
IES.EWM.25	Status report to department w.r.t. their order
IES.EWM.26	Comparison of price bids with history prices
IES.EWM.27	Alerts if the Batch Nos. or Sr. No. is not in order
IES.EWM.28	ABC Analysis, EOQ analysis, Min order, Max. order etc.

Requirement ID	Functionality
IES.EWM.29	Work Completion Report
IES.EWM.30	Work Comparison Report
IES.EWM.31	Demand & Issuance Comparative Report
IES.EWM.32	Other Requirements
IES.EWM.33	Data Porting / Data Entry Suite
IES.EWM.34	Login to suppliers to update their status
IES.EWM.35	Estimation copy to be incorporated in Budget estimation
IES.EWM.36	Stock details of materials at all departments to be shown while issuing new stock for all the materials from Central Stores.
IES.EWM.37	Demand Details to be created online by all departments, in case the material isn't available tender to be generated by that particular department
IES.EWM.38	Release vendor's EMD
IES.EWM.39	Intimate vendor about receipt of materials at central stores

29.6. Land & Estate Management

Requirement ID	Functionality
Estate Management	
IES.L&E.01	<p>The system shall have a facility to create a Record in the Estate Register. This land can be but not limited to;</p> <p>Handed over from other agencies like CIDCO / MIDC</p> <p>Handed over by Builders</p> <p>Construction by any Government / Semi Government Agency</p>
IES.L&E.02	The system shall have provision for Maintenance of all Property details owned and maintained by ULB
IES.L&E.03	The system shall have provision of Registration of properties owned by ULBs
IES.L&E.04	The system shall provide Maintenance of allotment and agreement information
IES.L&E.05	System shall have provision of modifying existing values for such properties- Rent, Area Allotted, Use, etc.
IES.L&E.06	The system shall have provision of renewal of Agreement of all such properties
IES.L&E.07	The system shall have provision of issuing/ publishing notices for Eviction of properties based on court orders
IES.L&E.08	The system shall have provision for Cancellation of Agreement for the said properties
IES.L&E.09	The system shall support a workflow for all the above actions

Requirement ID	Functionality
IES.L&E.10	The system shall list down all the details of all properties owned by corporation
IES.L&E.11	The system shall be able to update the data pertaining to lease, rent of all such properties
IES.L&E.12	The system shall have provision for generating demand (Rent Notices) for properties owned by ULBs
IES.L&E.13	The system shall provide alerts for raising rents in the system for demand requests on all such properties based on individual agreement
IES.L&E.14	The system shall have provision for maintaining New/Renewal property details to be updated in the database of all properties
Land Management	
IES.L&E.34	The system shall be capable of generating a proposal for Land Acquisition based on standard templates provided
IES.L&E.35	The system shall be capable of facilitating a Scrutiny of Land Details based on the checklist parameters provided beforehand
IES.L&E.36	The system shall have a facility for Valuation of Land based on the values entered in the system
IES.L&E.37	The system shall have a facility to Transfer Development Rights (TDR) & take Possession of Land and make necessary updations

Requirement ID	Functionality
IES.L&E.38	The system shall have a facility to Transfer Details to Concerned Department (E.g.- CIDCO for Construction, Other department such as Legal, Building permission etc. for Information)
IES.L&E.39	System shall provide details of open lands of ULB
IES.L&E.40	System shall Maintain allotment and agreement information
IES.L&E.41	System shall provide details pertaining to the documents under the custody of the estates department. Ex: sale deeds, rental agreements, lease agreements etc.,
IES.L&E.42	System shall Support for workflow for all the above actions
IES.L&E.43	The system shall have facility to record all land and apartment details with measurements
IES.L&E.44	The system shall have a facility to generate Maintenance Inspection report
MIS	
IES.L&E.45	System shall generate MIS reports at City, Zone, Ward and Street level for Advertisement/ Hoardings
IES.L&E.46	System shall generate Defaulters Report for Advertisement/ Hoardings
IES.L&E.47	System shall provide Zone wise, Ward wise collections for Advertisement/ Hoardings
IES.L&E.48	System shall provide List of Demand notices generated report for Advertisement/ Hoardings

Requirement ID	Functionality
IES.L&E.49	System shall provide List of details of all lease holders per advertising agent
IES.L&E.50	The system shall have a facility to generate Land Acquisition related reports
IES.L&E.51	The system shall have a facility to generate Revenue Reports for Estate on Rent / Lease
IES.L&E.52	The system shall have a facility to maintain an Outstanding Register for Estate on Rent / Lease

29.7. Building Plan Management System

Requirement ID	Functionality
Module Process Flow	
IES.BP.01	The Drawing is proposed to be submitted in CAD® format used by Architects for submitting plans and creating drawings.
IES.BP.02	System will associate documental data with drawing.
IES.BP.03	The system will read data from drawing and establish relationship between various entities.
IES.BP.04	Analysis will be done in accordance with the applicable DPs and DCRs depending upon the state of DP sanction and CRZ norms. System will provide an interface to capture scrutiny details (Scanned /CAD® format) and relevant drawings of the proposals approved earlier so that information can be entered.
IES.BP.05	Tables with respect to Area statements (such as Performa A, Plot Area / Built Up Area/FSI/RG Area calculations etc.), and building component calculations (such as opening schedule, parking calculations, water tank capacities etc.) and calculation for all other parameters as mentioned in the applicable DCRs shall be generated in the drawing. Complete requirement will be studied by the bidder at the time of preparation of SRS.
IES.BP.06	After scrutiny following reports shall be generated – Scrutiny Report, Failed List Report, Check List Report.
IES.BP.07	The workflow management with administrative controls, hierarchical login, compatibility of data transfer and integration to GIS platform, integration with other modules of IES, etc. have to be mapped and implemented as and when required.

Requirement ID	Functionality
Application Customization	
IES.BP.08	The bidder should analyze the existing process and discuss the same with NMMC. Subsequently, the bidder needs to submit a document detailing the Requirements, including requirements for customization. The customization broadly includes but not limited to the following.
Web Based Application for Issuance of DP Remarks	
IES.BP.09	On entry of relevant data, the system should generate deficiency letter / demand letters / and recommended for approval and on approval should also generate the approval letter.
IES.BP.10	The bidder shall be responsible for collating (from NMMC) the digital maps. This will be considered as part of the requirement gathering activity.
IES.BP.11	System should also be customized for issuance of DP Remarks/NANOC/ Occupancy Certificate/ NOC for Additions & Alterations/ Temporary Permissions etc.
IES.BP.12	On online entry of Survey no/ CTS No. / Plot No., Ward Number, Ward Name,etc. by applicant, the application shall show respective part plan and shall generate downloadable part plan. If an applicant comes to CFC/Ward office, the part plan shall be printable after payment of applicable fee. The content collection and preparing appropriate tables for the BPMS database shall be considered as part of the requirement gathering activity by the bidder.
IES.BP.13	The application should have a feature to accept the 3D Drawings by the architect in the CAD format.

Requirement ID	Functionality
IES.BP.14	The application should provide a CAD and checklist data template to the applicant. The system shall accept the documents/drawings in the specified templates
IES.BP.15	The system shall accept the site plan, submitted by the architects or the owners of the land in UTM (Universal Transverse Mercator) format. Additionally, all the documents required for approval of the building plan shall be accepted by the system in respective formats.
IES.BP.16	The application shall produce MIS Reports as per the standards and the requirements of the NMMC department. The reports shall be customized as per the inputs from NMMC. This activity shall be done while the requirement gathering phase.
IES.BP.17	<p>A dashboard should be developed from where all the reports can be accessed. Apart from the MIS Reports, following standard reports shall also be published with every single drawing submitted for approval.</p> <ol style="list-style-type: none"> Visibility Impact Analysis Shadow Impact Analysis 3-D Visualization Impact Analysis Sky View Factor.
IES.BP.18	Note: Other reports may be suggested by the Bidder to the departments and mutually decided post the approval from the client. This shall be covered as part of the requirement gathering phase.
	Core Functionalities
IES.BP.19	The functionalities required in the solution as well as the Workflow is defined below but not limited to the following:

Requirement ID	Functionality
IES.BP.20	The information of the pending application at each stage shall be available through the system to the stakeholders
IES.BP.21	The system should guide the applicant about the regulations and generate scrutiny report.
IES.BP.22	An automated solution shall associate documental data with Building drawings for automatic scrutiny of building proposal by reading CAD®. It shall automate the lengthy and cumbersome manual process of checking the development regulations, thus reducing paper work, valuable time and effort of Town & Country Planning Division of NMMC.
IES.BP.23	It should ensure an easier integration of 3rd Party Applications using web services or APIs
IES.BP.24	It will also help in attaining the e-Governance by supplying all electronic versions of the documents and in standardizing the building drawing plan process.
IES.BP.25	The system shall read CAD® drawings / other widely accepted format and produce scrutiny reports by mapping all the development control rules of the NMMC to the drawing entities. This will reduce occurrence of manual errors during scrutiny.
IES.BP.26	The solution should manage the content lifecycle (drawings, certificates, note sheets etc.) related to each proposal so as to maintain complete traceability
IES.BP.27	The sanctioned proposals should be displayed on the public domain (NMMC Websites / BPMS Application Home Page). The sanctioned proposals should be viewable on the standard maps used online.
CAD based Scrutiny of Building Plans	

Requirement ID	Functionality
IES.BP.28	The architect's / client plan in soft copy in CAD® drawings / other widely accepted formats to be mapped and evaluated against the prevailing Building rules, bye laws and norms as applicable to the NMMC.
IES.BP.29	Tables with respect to Area statements (such as Performa A, Plot Area / Built Up Area/FSI/RG Area calculations etc.), and building component calculations (such as opening schedule, parking calculations, water tank capacities etc.) and calculation for all other parameters as mentioned in the applicable DCRs shall be generated in the drawing. Complete requirement will be studied by the bidder at the time of preparation of SRS.
IES.BP.30	A computerized /automated scrutiny report indicating the required/permissible parameters and the proposed parameters is to be tabled including status of each rule whether passed or failed.
IES.BP.31	There should be system generated list highlighting the entities on which the plan is failing, thereby enabling NMMC authorities to prepare objection list and inform the client to take necessary actions.
IES.BP.32	System should be capable to make list of technical remarks provided by the NMMC Officer. Relevant technical remarks will be discussed with the core group members and shall get incorporated in the software within mutually agreed time frame.
IES.BP.33	The acknowledgment letters, approval letters, deviation or the rejection letters etc. should be system generated.
IES.BP.34	In addition to the above, the CC/OC/NOC also to be issued by e-signatures and displayed on website and individual email id.

Requirement ID	Functionality
IES.BP.35	System should address automated building scrutiny of preformatted CAD® drawings / other widely accepted format drawings along with Building plan approval process management in an integrated manner.
IES.BP.36	System should Auto-Detect structures in the drawing based on usage (e.g. Residential, Commercial or Residential- Commercial Mixed) and also auto detection of high-rise buildings or low-rise buildings
IES.BP.37	System should Auto generate of FAR, Area statement and Schedule of opening by reading preformatted CAD® drawings / other widely accepted format drawings .
IES.BP.38	System should Auto-generate of plot area & plot area calculation for cross verification with system entered value by triangulation
IES.BP.39	System should Auto hatch particular objects as per building control rules.
IES.BP.40	System should Auto detect site margins and verification of coverage area.
IES.BP.41	System should Auto-generate Failed entity report and marking the same on the drawing
IES.BP.42	System should make Plotting of drawing submitted by Architect and processed through software in non-editable format
IES.BP.43	System should be able to process layout permission which is a very common process prior to grant of development permission in Maharashtra
Work Flow Management System	

Requirement ID	Functionality
IES.BP.44	The system should have the inbuilt workflow for each service (transaction and workflow based services)
IES.BP.45	System should enable the officer in-charge or the applicant to add/update the information pertaining to name, address, license category, details of Surveyor/licensed architect and other required information
IES.BP.46	The system should have the proper workflow management and should allow respective authority of concerned department to take appropriate decisions.
IES.BP.47	This module should be accessible in both online and offline mode.
IES.BP.48	An interface Application form which the applicants can make electronic submissions of the supporting documents and drawings to the NMMC should be provided
IES.BP.49	Using this interface either at the Citizen Facilitation Centres or through NMMC Licensed Architects, the applicants would be able to submit the necessary documentation and soft copy of the drawings in CAD® drawings / other widely accepted format drawings
IES.BP.50	The system must provide for proper user authentication and access control mechanisms so as to ensure that only authorized users can access relevant information.
IES.BP.51	The system must provide for all submissions to be acknowledged and site visit dates and further approval schedule is to be provided to the architects/ client instantly.
IES.BP.52	The System should support the Mobile Governance for sending SMS, e-mail gateway to the applicant regarding receipt of application, receipt

Requirement ID	Functionality
	of payment, payment notice, field visit, renewal of permit, payment of extra fee etc.
IES.BP.53	The system should automatically generate an SMS which is sent to the Architect and concerned Field staff if there are any cancellations of site visit, the system should intimate the key relevant people so as to avoid unnecessary wastage of time. Reasons for such cancellation should also be recorded in the system.
IES.BP.54	The system should generate MIS to be sent to higher authorities for approval and to make the approval status available online.
IES.BP.55	The client/ Architect should be able to review the status of approval online.
IES.BP.56	The system should have the ability and flexibility to design suitable workflow for the approval process as per the requirements of the NMMC. The approval workflow should be as per the work flow being followed by the respective NMMC authority's hierarchy and workflow rules should be flexible enough to change as desired.
IES.BP.57	System should generate automatically the fee memo/ demand notes based on the submitted Building plan. System should have necessary interfaces for Fee collection and consolidated receipt generation.
IES.BP.58	System should integrate with the payment gateway system provided by NMMC in such a way that payments pertaining to building permits can be made online along with refunds if any
IES.BP.59	The System should keep adequate reconciliation mechanism for receipts and disbursement relating to Building permissions

Requirement ID	Functionality
IES.BP.60	Use of digital signature for approval of application at different levels should be incorporated in the application system
IES.BP.61	System should provide search facility to find out the old application by giving permit number or owner details or any other key index finalized by NMMC
IES.BP.62	System should define the service levels and the escalation matrix to officials regarding time limit for processing an application
IES.BP.63	System should track delays in approval steps and maintain an audit log of the approval process steps. System to generate an alert against each application when it nears the time limit for disposing it.
IES.BP.64	System logs should be extractable to excel/pdf formats for internal analysis of cases.
IES.BP.65	Summarized dashboards should be made available in citizen searchable formats and in secured/digitally signed pdfs for downloads of approved plans. These action items should be covered in SRS stage and appropriate approvals need to be taken from NMMC.
Survey Application for Site Surveys	
IES.BP.66	An online survey application shall be developed aimed to automate the existing manual process of the preliminary site surveys for the building plan approval. The survey application shall be a mobile based application which may be captured by any smart devices. The application should broadly consist of but not limited to the following:
IES.BP.67	Log in facility to capture the correct surveyor with authentication features.

Requirement ID	Functionality
IES.BP.68	Capturing the Geo-tagged and time stamped picture.
IES.BP.69	Capturing the boundary of the surveyed location with the co-ordinates.
IES.BP.70	Boolean Question and Answers
IES.BP.71	Submission of the survey on the NMMC server.
IES.BP.72	Any other survey parameters as decided by NMMC
IES.BP.73	The results of the survey should be integrated with the workflow of the Building Plan Approval System. The survey details should be mentioned on the standard maps online.
Drawing Preparation Utility with offline Architect Module	
IES.BP.74	Drawing preparation utility should allow the user/architect to prepare the drawing for submission and verify it to see if it confirms to the rules.
IES.BP.75	It should allow recording necessary information like application details, building type, etc. within the drawing.
IES.BP.76	The utility should guide the user to identify and mark objects. It should allow users to see the pending item to be marked/identified.
IES.BP.77	This module should be accessible in both online and offline mode.
IES.BP.78	Utility will be marking objects to verify Setback, Space Standard, Shade projection, Garage space, Means of access, Parking Space, FSI and Plot Cover, Basement, Ramp etc.
IES.BP.79	Utility should allow user to verify single rule or complete drawing and it should give the results and allow the user to navigate to the part of the

Requirement ID	Functionality
	drawing having issues. It should highlight the failed rules and same should be highlighted in the drawing.
IES.BP.80	User should be able to navigate the failed validations one by one.
IES.BP.81	Utility should allow clean the drawing – which will remove all the modifications done by the utility.
IES.BP.82	Utility should add architect information and additional information as required.
IES.BP.83	Easy setup of utility is key to success and the package should allow hassle free installation.
IES.BP.84	It's an offline utility which allows the drawing to opened and prepared. The utility is expected to put restrictions on consultants/Architects to prepare the drawings in a scale prescribed in the regulations keeping specific objects in specific layers with specific colours and text.
IES.BP.85	The utility should act as a first level check for the architects by automating the inclusion of parameters (DCRs) of the specified area.
Integration Functionality of IES with BPMS	
IES.BP.86	The software application should be capable of integrating with the IES of NMMC.
IES.BP.87	The IES integration aspect should be taken care as a part of Change Management Request as and when deemed fit by NMMC at later point of time.

29.8. Central Workshop Module

Requirement ID	Functionality
IES.CWM.1	Assigning Driver
IES.CWM.2	Re-filling of Fuel
IES.CWM.3	Should have provision to integrate with the GPS tracking devices and google map for finding location of vehicle
IES.CWM.4	Identification of Vehicles for Tracking
IES.CWM.5	Vehicle Maintenance
IES.CWM.6	Entry of the reason for repair
IES.CWM.7	Approval from the authority
IES.CWM.8	Vehicle Issuance details
IES.CWM.9	Receipt of Vehicle, entry of repair work details
IES.CWM.10	Purchase of New Items (like Tyers, Battery, etc.)
IES.CWM.11	Insurance Cross-check & RTO Validation
IES.CWM.12	MIS
IES.CWM.13	Department-wise / officer wise Vehicle Inventory
IES.CWM.14	Aging Vehicles/Obsolete vehicles

29.9. Mobile App

Mobile Application (iOS & Android) Requirement ID	Functionality
For Citizen	
Alert Services	
IES.MB.1	The mobile application shall indicate the status of applications related to All Online services offered by NMMC
IES.MB.2	The application shall alert the citizens for outstanding amount with regards to the Property Tax Dues
IES.MB.3	The application shall alert the citizens for outstanding amount with regards to the Water Tax Dues
IES.MB.4	The application shall alert citizens for outstanding payments of fees related to services.
IES.MB.5	The citizens shall be pushed SMS after payments made towards different services of ULB
IES.MB.6	The citizens shall be alerted upon resolution of the grievance logged in the system
IES.MB.7	The citizens shall be alerted on the weather information by the ULB through SMS alerts
IES.MB.8	The citizens shall be alerted for various vaccination drives, Social Campaign and Event Notifications

	conducted within the ULB
Interactive Services	
IES.MB.9	Citizens shall be able to pay water and property tax dues from the mobile application
IES.MB.10	Citizens shall be able to apply for all the online services designed in this scope of tender.
IES.MB.11	Citizens shall be able to log their grievances for various categories through the application
IES.MB.12	Citizens shall be able to check the status of their grievances
IES.MB.13	Citizens shall be able to view the complaint statistics across all the categories within the ULB
IES.MB.14	Citizens shall be able to locate/ list nearest hospitals, College, School, Chemists, Citizen facilitation center on the mobile application
IES.MB.15	The citizen shall be able to upload Geo-enabled Photograph while logging grievance in the application
IES.MB.16	The citizen shall be able to identify his Resident zone and ward through the mobile application
For NMMC Officers	
IES.MB.17	The senior officials of the ULBs shall be able to view the daily income statistics of the ULB across various departments

IES.MB.18	NMMC employee shall be able to view their profile as uploaded in HRMS module such as balance leave, payment etc.
IES.MB.19	Senior ULB officers related to online services should be able to approve or reject the application through mobile interface only.
IES.MB.20	NMMC officers should be able to responds to online services from mobile interface also.
IES.MB.21	Mobile Interface will act as window for all Modules such as Works Management - Project completion related photos can be uploaded from Mobile Application with Geo referencing tagged.
IES.MB.22	Payment related to iOS application yearly registration will be paid by bidder only

29.10. HR & Payroll Management

Requirement ID	Functionality
General Services	
IES.HRMS.1	System should provide for Retrospective calculations to be handled for all types of scenarios (employee joining, leaving, pay hike, promotions, etc.)
IES.HRMS.2	System should be able to handle all statutory regulations and maintain the details directly in the screens provided for data entry. All rules related to such acts should be preconfigured in the system.
IES.HRMS.3	System shall be capable of installing patches to take care of any statutory changes.

Requirement ID	Functionality
IES.HRMS.4	System should provide the capability to upload documents of employees like certificates, transfer, promotion letters in a scanned format into the system and ability to retrieve them whenever required
IES.HRMS.5	System should capture all the details required for functioning of establishment branch.
IES.HRMS.6	Capability to integrate with ULB web portal for employees self service
Employee Master Data	
IES.HRMS.7	<p>System should be able to record and store Master Data Information for an Employee for following areas and should be able to provide a snapshot of employee's history at any point in time on a click</p> <p>Name</p> <p>Department</p> <p>Employee ID and number</p> <p>Mailing Address</p> <p>Permanent Address</p> <p>Education Qualification</p> <p>Previous Employment</p> <p>Phone Numbers / Contact Information / E-Mail ID</p> <p>Emergency Contact details</p>

Requirement ID	Functionality
	<p>Date of birth</p> <p>Blood group</p> <p>Gender</p> <p>Marital status</p> <p>Religion</p> <p>Category</p> <p>Physically handicapped status</p> <p>Work Experience</p> <p>Languages known</p> <p>Native Place of the Employee</p> <p>Family Information (Parents, Spouse, Children and Other Family member details and Dependents)• Employee photo, Signature</p> <p>PAN No./ Passport / PF number/GPF No/ TAN No.</p> <p>Bank account information• Employee blood group</p> <p>Property Tax No.</p> <p>Employee Type– (Permanent / Temporary / contract workers / Project Based)</p> <p>Ex-service man / Handicap / Sports man etc.</p> <p>Location (HO/zone/ward)</p>

Requirement ID	Functionality
	Job code/designation/ Class
	Job history covering details of appointments
	History of election duties attended
	Promotions, transfers
	Deputation, temporary transfers
	Increments
	Increment for passing of Govt. Exams
	Date of pay rate change, etc. – Increment
	Date of joining
	Date of probation/confirmation
	Date of separation/ termination/retirement/ resignation
	Date of Resignation
	Reason of separation/ termination/retirement/ resignation
	Previous employment details
	Union Information (if applicable)
	Compensation data including components of pay
	Compensation of pay for calculation of gratuity and pension
	Family photo in case of pension, nominee photograph.
	Number of Vehicles owned by self, spouse and dependents

Requirement ID	Functionality
	<p>Details of properties owned by self, spouse and dependents</p> <p>Information regarding house ownership with respect to self and spouse</p> <p>Record of all disciplinary actions against the employees</p>
IES.HRMS.8	System shall have provision to define Roles and Designations as per ULB requirements and assigning employee to the same.
Payroll Processing	
IES.HRMS.9	System should have facility to generate the payroll of employee
IES.HRMS.10	System should be integrated with accounts & finance
IES.HRMS.11	System should have facility to issue & print Cheques in accordance with the payroll system
IES.HRMS.12	Subsequently, in the later stage, salary should be transferred to the bank account of the employee through e Payment
IES.HRMS.13	System should have ability to pay an employee from more than one Department and split salary and benefits among Departments, including retirement benefits
IES.HRMS.14	System should have ability to report retirement deductions by employee

Requirement ID	Functionality
IES.HRMS.15	For Widow, Dependent, Old Age and Handicap Scheme, there must be provision to apply and approve it online.
IES.HRMS.16	For pension matters the personnel management system and accounts must be integrated. There must be provision in system to route the pension application in the portal for approval.
IES.HRMS.17	System should support configuration and parameterization of different pay components including facility to add/modify/delete pay components
IES.HRMS.18	System should have the capability to maintain a single central payroll depository and be able to run and access payroll from any location in a centralized or decentralized manner
IES.HRMS.19	System should support Pay outs (remittances) of all type of deductions
IES.HRMS.20	System should allow users to define allowances eligibility as per the group & grade
IES.HRMS.21	System should allow hierarchical approval to application for allowances
Position Management	
IES.HRMS.22	System shall have ability to reserve a position that is not currently filled

Requirement ID	Functionality
IES.HRMS.23	System shall have Ability to track the history of the position (e.g. former employee(s) in position) and also maintain position and pay history of current employees
IES.HRMS.24	System shall have Ability to update salary amounts for each classification and scale/bracket
IES.HRMS.25	System shall have Ability to automatically calculate and transfer salary when an employee transfers to a different Department/division, as authorized, even mid-pay period.
IES.HRMS.26	System shall have Ability to assign multiple employees to a single position (job sharing).
IES.HRMS.27	System shall have Ability to assign a single employee to multiple positions
IES.HRMS.28	System shall have Ability to track filled and vacant positions by position number
IES.HRMS.29	System shall have Ability to plan shifts and Schedule manpower accordingly
IES.HRMS.30	System shall have Ability to administer multiple shift schedules
IES.HRMS.31	System shall have Ability to identify requirements by type of job or specific qualifications
IES.HRMS.32	System shall have Ability to administer shift plans considering defined requirements along with employee preferences, qualifications, and availability

Requirement ID	Functionality
IES.HRMS.33	System shall have Ability to process day-to-day changes in the shift schedule based on transactions that affect requirements or availability of staff
IES.HRMS.34	System shall have Ability to view online status of assigned tasks to employees
Recruitment	
IES.HRMS.35	<p>System shall have Ability to maintain application information in the fields of (indicative):</p> <p>Number of job openings</p> <p>Number of person requesting, authorizing, and initiating requisition</p> <p>Job descriptions</p> <p>Position number/job code</p> <p>Position- permanent/ temporary/ contractual</p> <p>Salary plan</p> <p>Salary grades</p> <p>Job location</p> <p>Working hours</p> <p>Start date</p> <p>Full time/ Part time</p> <p>Necessary educational level, work experience</p>

Requirement ID	Functionality
IES.HRMS.36	System shall have Ability to provide a summary of the applicants that have been hired against the job requisition.
IES.HRMS.37	System acceptance of electronic applications (e-mail, Intranet, Internet, electronic forms) including optical scanning to enter resumes and convert into data for further references
IES.HRMS.38	Ability to enable applicants to learn about and apply for multiple jobs
IES.HRMS.39	Ability to track the number and types of positions for which an applicant applies
IES.HRMS.40	Ability to compare requirements of a vacant position with an applicant's existing skills to determine necessary training and overall fit.
IES.HRMS.41	Maintenance of different types of tests and associated questionnaire
IES.HRMS.42	Ability to generate questionnaire based on competencies defined for a job
IES.HRMS.43	Ability to record and maintain proper information for cases of applications on compassionate grounds.
IES.HRMS.44	Ability to maintain complete employee information, historical and current. Especially in the area of maintaining images (photos, CV's, appraisals, etc.).
IES.HRMS.45	Ability to resurrect an expired employment list if required.

Requirement ID	Functionality
IES.HRMS.46	Ability to notify applicant that additional documentation is needed or put an eligible applicant on hold till the department gets all needed information for hiring.
IES.HRMS.47	Ability to track progress of a candidate in any step of the recruitment process.
IES.HRMS.48	Ability to maintain a record of all resumes received from all candidates

29.11. Municipal Secretary Module and Agenda Management

Requirement ID	Functionality
IES.EWM.40	Database of members of various committee, corporators, mayors etc.
IES.EWM.41	Agenda Preparation
IES.EWM.42	Preparation of Agenda by Department & submission to Municipal Secretary Dept
IES.EWM.43	Submission of proposals from various Counselors
IES.EWM.44	Selection of Type of Meeting (General Body / Standing Committee / Special committee / Tree Authority committee / Name committee / Ward Committee / special committee's like Women & Child welfare committee, Law committee & City improvement committee/Emergency etc.)
IES.EWM.45	Selection of different Agenda received for a meeting

Requirement ID	Functionality
IES.EWM.46	Schedule of meetings of various committees
IES.EWM.47	Generation of Agenda Copy
IES.EWM.48	Issue of Agenda to Members & Administration after approval.
IES.EWM.49	Issuance of letters received from the office bearers to various departments.
IES.EWM.50	Minutes of Meeting
IES.EWM.51	Capture of Proceedings
IES.EWM.52	Capture of Attendance of the members
IES.EWM.53	Printing of Minutes after approval
IES.EWM.54	Resolution Preparation
IES.EWM.55	Preparation of Resolution and/or Circulars
IES.EWM.56	Distribution of Resolution
IES.EWM.57	Publishing of resolutions on Web Portal
IES.EWM.58	MIS
IES.EWM.59	List of issues discussed department-wise & committee wise in a specific time period
IES.EWM.60	Attendance Details
IES.EWM.61	Resolution/Circular Details

Requirement ID	Functionality
IES.EWM.62	Data required for the preparation of annual report (Total number of resolutions passed, meetings held etc.)
IES.EWM.63	Similar functionality application for Municipal Commissioner office

29.12. Web-Portal and Mobile Application

Requirement ID	Functionality
For Citizen	
IES.WEP.1	A] Home Page Message from Mayor, Commissioner Vision, Mission, Objectives Link to various sub-sections <ul style="list-style-type: none"> ➤ City Information ➤ Online Services ➤ About AMC ➤ Projects ➤ Citizen Grievances ➤ RTI
IES.WEP.2	B] City Information <ul style="list-style-type: none"> ➤ History of the City

Requirement ID	Functionality
	<ul style="list-style-type: none"> ➤ Tourist Locations ➤ City Map with citizen related GIS information
IES.WEP.3	C] About NMMC <ul style="list-style-type: none"> ➤ Administrative Information ➤ Information on Elected Representatives, Various Committees
IES.WEP.4	D] RTI <ul style="list-style-type: none"> ➤ Names of PIO. ➤ Departments/Wards: Intro, Objectives, responsibilities, powers & duties of officers, employees with gross salary, activities, time limit, and directory with telephone no. ➤ Committee: Members, purpose, type, freq. of meeting, docs available for public. ➤ Projects/ Activities: Budget head, work activities, allocated amount, current statistics. ➤ Details of concessions, subsidies given, computerization done in various depts. ➤ Integration required for updation of data for RTI with projects, accounts, HRMS, Fleet, material, asset. ➤ Scope as per RTI Act 2005 sec. 4(1).
IES.WEP.5	Opinion Poll

Requirement ID	Functionality
IES.WEP.6	Photo Gallery, Video Gallery
IES.WEP.7	Tenders
IES.WEP.8	FAQs
IES.WEP.9	Emergency Information
IES.WEP.10	Employee Login (HRMS, Associated Department)
IES.WEP.11	Feedback & Contact Us
IES.WEP.12	Online Services Citizen Login with mobile number OTP authentication Citizen shall be able to create/edit their profile Citizen shall be able to see status of services availed on their profile page Application acceptance for all services / certificates
IES.WEP.13	Downloading of Forms
IES.WEP.14	The portal shall allow to create, maintain and update the citizen charter
IES.WEP.15	The portal shall allow integration with Third-party Payment Gateways like Bill Cloud/desk to enable online payments for citizens
IES.WEP.16	The web Portal shall display the statistics on the applications received for various services

Requirement ID	Functionality
IES.WEP.17	The web-portal shall be able to drill down to the details on the applications and their status for the applications logged
IES.WEP.18	Citizens shall be able to export the applications and their statistics in Excel and PDF formats
IES.WEP.19	<p>Content Management</p> <ul style="list-style-type: none"> ▪ Content Authoring ▪ Content Publishing ▪ Content Delivery ▪ Content Storage Management ▪ Content exit and Archival ▪ Distributed authorship of portal content across divisions. ▪ Management of revision, approval, publishing and archiving processes in an easy and automated manner. ▪ Centralised template management for consistency within portal. ▪ Content repurposing for different audiences and different interfaces. ▪ Facilitated metadata generation and management which enables effective content discovery. ▪ Content storage management of all types of content; text graphic, audio, video etc. ▪ In context contribution, purview, updates and approvals. ▪ Email notifications for automated content edits and reviews. ▪ Native content conversion to web formats. ▪ Both dynamic and scheduled publishing models. ▪ CMS should be able to generate content feeds. ▪ CMS should be able to be integrated with any workflow systems, which supports e-form Management

Requirement ID	Functionality
IES.WEP.20	<p>Portal Front</p> <p>The portal shall allow choice of themes, skins, pages and page layout.</p> <ul style="list-style-type: none"> • The bidder shall pre-configure the portlets to integrate with the back-end systems and if required, made available the portlets in the portlets catalogue for end users selection. • The bidder shall design and create the portal system layout and appearance in consultation with the inputs from the NMMC project team.
IES.WEP.21	<p>Social Media</p> <ul style="list-style-type: none"> • Portal shall facilitate integration with social networking sites and the option should be provided to the user to add the link to the pages to their favourite social networking site.
IES.WEP.22	<p>The website shall be fully compliant as per the following Guidelines:</p> <ol style="list-style-type: none"> i. e-Governance Standards of GOI ii. Framework for Mobile governance issued by GOI- Jan 2012 iii. e-Governance Policies of GOI and GOM / DIT iv. GOI Guidelines of Websites v. W3C Standards, GIGW guidelines vi. Any other government notification.
IES.WEP.23	<p>The pages should be printer friendly i.e. all the pages shall be displayed and printed upon demand by user</p>
IES.WEP.24	<p>The website/ portal shall be bilingual (Marathi and English)</p>

29.13. Asset Management

Requirement ID	Functionality
IES.AM.1	The asset management system will clearly differentiate between depreciating assets and appreciating assets
	The Asset management system will be linked to inventory management system.
	The asset management should be capable of providing valuation of assets. The asset classes can be roads, buildings etc.
IES.AM.2	Manage Immovable Assets (Using GIS-based Interface) <ul style="list-style-type: none"> - Land - Building - Roads, Footpaths - Bridges, Culverts, Flyovers, Subways & causeways - Drains including underground drains - Water Works Distribution - Public Lighting System / Streetlights - Lakes and Ponds - Capital Work-in Progress
	Manage/Monitor Movable Assets <ul style="list-style-type: none"> - Plant and Machinery – including machinery of Water Works & Drainage, Road dept. machinery - Vehicles - Furniture & Fixtures - Office Equipment - Other Equipment - Live Stock
	Investments

Requirement ID	Functionality
	Capture details of Assets like: - Ownership - Cost Details (construction / Purchase / Transfer) - Depreciation Principles - Other details to arrive at Current Value
	Preparation of Opening Balance for Asset Valuation
	GIS Mapping of the data
IES.AM.3	Purchase of New Assets
	Acquisition of Land
	Asset Sale
	Investment on Assets (like construction of new floors, road re-surfacing, etc.)
	Insurance Details
	Insurance Claim Related Information capture
	GIS Mapping of the data
IES.AM.4	Analyze the equipment breakdown and repetitive breakdowns
	Equipment breakdown analyze and control
	Material planning for preventive maintenance and maintain safety stock
	Analyze your equipment MTTR and MTBR and plan to control
	Material consumption analysis

Requirement ID	Functionality
	Counter based preventive maintenance for equipment like Generators, motors & Compressors
	Ability to maintain operational equipment work orders. and maintenance history against asset/equipment work orders.
	Reporting on asset/ equipment statistics like availability, utilization etc.
IES.AM.1	Asset Register
	Revenue Report
	Outstanding Register
	Search facility for various information (like search for name of road)
	GIS Mapping of the data

29.14. Solid Waste management

Requirement ID	Functionality
IES.SWM.1	Track overall process whether all waste is collected from wards
IES.SWM.2	Capture of daily waste collection data into the System whether hand written, typed
IES.SWM.3	Quantity of waste generated is logged in after every iteration

Requirement ID	Functionality
IES.SWM.4	Waste is weighted and classified as mechanical, landfill, vermi-compost and corresponding entry is logged in every single time
IES.SWM.5	Flow and Tracking of the solid waste management through all the stages online for the ward officer
IES.SWM.6	Vehicle Monitoring and attendance available online
IES.SWM.7	Ward wise solid waste reports
IES.SWM.8	Customized reports generated on demand
IES.SWM.9	Department Profile creation and management
IES.SWM.10	Keeping contractor details
IES.SWM.11	Keeping Contractor wise vehicle details
IES.SWM.12	Allocation of Vehicle to route
IES.SWM.13	Daily monitoring on Collection of waste storage
IES.SWM.14	Vehicle movement monitoring
IES.SWM.15	Showing vehicle status on map
IES.SWM.16	Storing bin details
IES.SWM.17	Monitoring of transfer stations operations
IES.SWM.18	Record of transfer of waste from transfer station to disposal site

Requirement ID	Functionality
IES.SWM.19	Waste disposal details like receipt no of the vehicle at dumping yard along with weight, vehicle number, time of disposal etc.
IES.SWM.20	Escalation and Notification
IES.SWM.21	Reporting

29.15. CFC System

Requirement ID	Functionality
IES.CFC.1	Geo-locations of all CFC centers should be available on mobile map
	Digital certificate for all with digital signature
	Public Data Entry Module should be implemented and linked with PCMC portal
	If documents are submitted in CFC, CFC/ department staff will scan the document and it will be directed to concerned system of concerned department
	All modes recommended by central government should be enabled for payment gateway
	PAN/Aadhaar card number should be captured and linked with all the service provided by PCMC
	Citizen dashboard should be developed which will be linked to all the services provided by PCMC

Requirement ID	Functionality
	RTIs should be directed to concerned departments directly
	Integrated dashboard for grievance UG,PG,PCMC etc.
	RTS MIS reports

29.16. Enterprise Workflow Management

Requirement ID	Functionality
IES.EWM.1	The Workflow Management System should compliant to various standards such as BPMN, BPEL, WFMC etc. and have the capabilities of graphically modelling the processes or workflows, inbuilt Form designer, rule engine, process simulator, configurable Business Activity Monitoring tool (Dashboards).
IES.EWM.2	The system shall facilitate re-engineering of processes and act as a platform for application / document routing mechanisms including Sequential routing, Parallel, Routing, Rule Based Routing and Ad-hoc routing.
IES.EWM.3	The system should have Graphical process modeller for designing simple and complex business processes using drag and drop facility
IES.EWM.4	The system shall enable process designers to design multiple sub- processes. This includes mapping of existing process instance to the newly created process instance as per mapping defined in the route.

Requirement ID	Functionality
IES.EWM.5	The system shall provide inbuilt form designer to facilitate designing of Custom forms by drag and drop functionality (with minimum coding) that can be attached at one or more stages of workflow to capture information.
IES.EWM.6	The system shall provide facility to define custom triggers like Emails, SMS Word template or launching executables etc. on predefined conditions
IES.EWM.7	Rule Engine should have a complete web based environment for the design, definition, testing and deployment of rules. Rule Engine should have the web standard interfaces such as Simple Object Access Protocol (SOAP) so that it can communicate with other applications based on open standards.
IES.EWM.8	The system shall provide facility to generate event based triggers for automatically sending emails, generating responses, invoking data form for data entry, communicating from external systems.
IES.EWM.9	The system shall provide facility to define 'To-Do' list, raise exceptions & tracking the same, document
IES.EWM.10	The system shall provide facility to define exceptions at individual stages, which shall dynamically change the route on execution
IES.EWM.11	The system shall give a facility to define Turnaround time for the complete process and also for the individual work stages for efficient monitoring.

Requirement ID	Functionality
IES.EWM.12	The system shall include business activity monitor and reporting tool (Dashboard) to support the configuration and real time generation of any kind of reports like statistical and management reports, operational reports, KPI reports, Performance comparison reports, SLA compliance report etc. The business activity monitor tool shall give a flexibility to toggle between graphical and tabular view and tile different windows in the same interface.
IES.EWM.13	The system should include administration module to configure the user, groups, queue related to a process

29.17. Grievance Module

Requirement ID	Functionality
IES.GRS.1	<p>Citizen shall be able to register grievances in the following ways:</p> <ul style="list-style-type: none"> • Online through Web-Portal/Mobile by filing the Grievance Registration form • Through Phone by calling the Help line number • Through a paper based form in the Citizen Service Centre
IES.GRS.2	The citizen shall be provided a Tracking Request Number upon receipt of complaints in either of the above proposed mechanism
IES.GRS.3	The help desk official and ULB officials shall be able to register the complaint received over phone/ in written form/ Social Media Forum in the system
IES.GRS.4	The system shall periodically calculate the most frequency filed complaints in the system and populate the Common complaints dropdown for easy filing of complaints by the citizen. If complaint categories are predefined, it shall be preferred in the system
IES.GRS.5	Upon successful registration / resolution of complaint, the citizen shall be sent e-mail and SMS /Whatsapp based on the complaint registration details
IES.GRS.6	System shall provide facility to the citizen to view the status of the complaint, update the status and post a message for the selected complaint.

Requirement ID	Functionality
IES.GRS.7	Upon successful resolution of the grievance, the citizen shall be able to provide feedback and rating after assessing the quality of Redressal
IES.GRS.8	The system shall have facility to upload geo-tagged images in the system
Department Process	
IES.GRS.9	<p>The system shall be able to capture the following minimum details in the system:</p> <ul style="list-style-type: none"> • Complainant's details: Name, address and contact details • Complaint Location: Area, Location and Street of the complaint along with landmark if any • Complaint's details: Complaint Type, Title and Description
IES.GRS.10	The system shall be able to process the complaint in a pre-defined work flow. Work flow could be modified only at certain authorized levels
IES.GRS.11	System shall send an SMS to ULB official to whom the complaint is assigned
IES.GRS.12	System shall have feature to search complaints based on Complaint Number, Complaint title, Complainant's Name, Zone/Ward, Current status and the official to whom the complaint is currently assigned

Requirement ID	Functionality
IES.GRS.13	System shall have provision of highlighting grievances in different colour modes based on the priority set for the complaints
IES.GRS.14	System shall have provision of highlighting grievances in different colour modes based on the priority set for the complaints
IES.GRS.15	The system shall have facility to find out the complaints which have exceeded the time given for Redressal based on the complaint type
IES.GRS.16	The system shall route the complaints that have exceeded their time limits for Redressal to the concerned officers
IES.GRS.17	In case the complaint has already been escalated, The system shall have facility to calculate the days of escalation accordingly
IES.GRS.18	System shall have provision for alerting the officers of the concerned department with respect to the grievances logged
	System shall have facility to search complaints by Name, Complaint Number, Title of Complaint or complaint category/ type
MIS	
IES.GRS.19	The system shall be able to generate list of completed, pending, In Progress complaints

Requirement ID	Functionality
IES.GRS.20	The system shall be able to generate report based on Complaint type, Department Type
IES.GRS.21	The system shall be able to generate report based on Complaints received in each Ward/ Prabhag Samiti within the limits of ULB
IES.GRS.22	The system shall be able to generate report based on Status of Complaints received in each Ward/ Prabhag Samiti within the limits of ULB
IES.GRS.23	The system shall be able to generate graphical reports and statistical reports
IES.GRS.24	The system shall also have facility to generate ad-hoc reports
IES.GRS.25	The system shall generate reports based on Complaint Group Complaint type wise Listing

29.18. ULB Dashboard

Requirement ID	Functionality
IES.DB.01.	The dashboard should have facility to provide information about the key performance indicators for each of the services as decided by NMMC for all the ULBs. The same shall be customizable and accordingly parameters could be added / deleted for analysis
IES.DB.02.	Interactive Dashboards: Drill down on reports, apply filters, visually highlight data points and do much more.

Requirement ID	Functionality
IES.DB.03.	The system shall have provision of defining service level benchmarks defined for all the ULBs and enter data required for service level benchmarking at each ULB
IES.DB.04.	<p>The critical parameters for the following systems is expected to be tracked in the Dashboard:</p> <p>Income and Expenditure of ULB</p> <p>Revenue, payments, billings, arrears, dues etc.</p> <p>Availability of various Funds- Ward ULB wise Performance/ Ranking, Ward Analysis, Ward wise outstanding Balance</p> <p>Property Tax- Demand, Arrears Collections, Arrears pending, etc.</p> <p>Water Tax- Ward wise Collection, Ward wise Performance/ Ranking, Ward Wise Analysis, Ward wise outstanding Balance</p> <p>Grievance Redressal- No. of Grievances Resolved to Grievances Raised across different wards and categories of Grievances</p> <p>Trade License- Graphical report regarding licenses applied, area of trade, category wise number & income from fees, and renewal notices etc.</p> <p>Legal - Case Pending, Court-wise Status</p> <p>- Works Management- Solid Waste Management</p>

Requirement ID	Functionality
IES.DB.05.	The system should be able to provide real-time analysis of any kind of survey results (Ad-Hoc, Drag and Drop of parameters pre-defined) using web-Based Dashboard
IES.DB.06.	The Dashboard should have facility to create graphs, pie-Charts, Bar Charts, etc.
IES.DB.07.	The Dashboard should have capability for providing Project Status; Property and water revenue, connections, pending bills, RTI queries and Resolution, etc. and many other data
IES.DB.08.	Dashboard should have provision of displaying snapshot of various projects (On-Going and Completed) along with financial and physical status w.r.t. Schedules, timelines, payment with drill down facility to last level
IES.DB.09.	The system shall have ability to help the authorities of NMMC analyse the data captured in the system across various modules through ad-hoc queries. These reports shall provide a way of what-if scenarios and provide multiple views of the same data. (This will be part of BI/Analytics)
IES.DB.010.	Dashboard should also be integrated with mobile application. Employee version of Mobile application should have this facility.

29.19. Business Intelligence Module

Requirement ID	Functionality
IES.BI.01.	<p>The purpose of Pervasive Business Intelligence Layer is to augment the native BI capabilities of applications hosted on the data center. Almost every business application hosted on data center will have set of reports to be used by the business users. It is expected that the level of maturity of reporting and analytics would vary across applications. Data center will provide a pervasive business intelligence layer, which can get linked to disparate repositories and can extend the analytics capabilities of hosted applications. This will ensure a single view of business performance matrix (e.g. Cost view, revenue view, project status view etc.) is given to the business users to help them make better decisions.</p>
IES.BI.02.	<p>The BI platform must be a comprehensive and integrated suite of Analytical Solutions designed to bring greater business insight to broadest audience of users allowing them to have web based self service access to relevant and actionable intelligence from relevant data sources (of which they have access to). The BI platform should definitely consist of Managed Reporting, OLAP Analysis, Ad-hoc querying, Dash boarding, Score carding, Business Activity Monitoring, MS Office Integration as well as Mobile / Handheld delivery capabilities. All these need to be provided from a single BI platform and should be available as a web application.</p>
IES.BI.03.	<p>The application catering to the areas of Managed Reporting, OLAP Analysis, Ad-hoc querying, Dash boarding, Score</p>

Requirement ID	Functionality
	carding and Business Activity Monitoring needs to be a zero foot print application. Zero foot print also means no applets.
IES.BI.04.	Ad Hoc Query Capability: BI Platform must provide an analytical Solution enabling a web-based ad-hoc analysis Solution where end user can interact with logical view of information creating charts, pivot tables, reports, gauges, dashboards etc.
IES.BI.05.	It should have facility to save the queries and edit the same in future to derive newer queries
IES.BI.06.	It should have facility to create ad hoc queries through use of simple business terms for querying the data sources
IES.BI.07.	Should allow derived or calculated data like ratios that is not available in the data source for the purpose of comparison or analysis like Arithmetic (sum, difference, round up or down, etc.), Percentage (% difference, % total, etc.), Analytic (Max, Min, average etc.)
IES.BI.08.	It should have facility to create ad hoc queries through use of simple business terms for querying the data sources
IES.BI.09.	It should have the ability for the business users to create their own charts and graphs based on their requirement. It should have the ability to convert a tabular report into a chart by passing the relevant parameters.
IES.BI.010.	Business users should have the ability to define their own measures and calculative fields on the fly and be able to save the new columns that are created as a self-service feature and should not depend on IT to do it. The system

Requirement ID	Functionality
	should allow the user to save these measures and re-use them in future.
IES.BI.011.	Business users should have the ability to understand the data lineage, i.e., the source of the information that they are currently looking at in the BI environment. This could either be a technical view in terms of table name, etc. or a business view.
IES.BI.012.	Business users should be able to add comments, remarks on a report and other users should be able to view this comment history so that they know the justification / history.
IES.BI.013.	Save and Share Capability: After end user spends time and creates, adds, deletes, changes the pivot table views, he/she should be able to save these changes and share the updated view with group of users.
IES.BI.014.	Ability to export the data or report to spread sheets including graphics and to flat file.
IES.BI.015.	Application should support the ability to send a section of a report to a particular group of users (i.e. bursting functionality). Should integrate with LDAP automatically.
IES.BI.016.	Can this bursting be accomplished for both managed and ad-hoc reports?
IES.BI.017.	There should be a facility for an end user to select a few of the reports and mark them as “favorites”
IES.BI.018.	Ability to export the reports into CSV, pdf & xls html formats

Requirement ID	Functionality
IES.BI.019.	Ability to directly send the report for printing on a LAN printer / personal printer
IES.BI.020.	Dashboard Capability: End users should interact with BI platform using rich, interactive, role based, easy to understand web based dashboard providing access to live reports, prompts, charts, tickers, pivot tables and graphics.
IES.BI.021.	Should integrate with an existing enterprise portal mechanism
IES.BI.022.	Should allow end users to create their own dash boards via a simple drag and drop mechanism
IES.BI.023.	Should allow the entire dashboard to be printed as a report
IES.BI.024.	Should have Pre-built dashboards and reports for the Administrator to manage and monitor the health of the application.
IES.BI.025.	Should integrate with a mapping Solution / have one of its own to show geographic activity in terms of a map. Alignment with the Indian Postal Codes map is desired.
IES.BI.026.	Should provide dashboard facility with visual features like Metric Dials, Graphs, etc. for display and track of metrics
IES.BI.027.	Multi-Channel Report Publishing Capability: BI platform should provide a scalable reporting server capable of generating richly formatted reports from multiple sources (SQL server, Oracle, Informix, Sybase, Files, XML URL, Sybase SQL Anywhere (JDBC-ODBC bridge compliance connection)), in multiple formats (word, excel, rtf, pdf and

Requirement ID	Functionality
	xml) published on multiple channels (email, webdav, print, ftp to file server).
IES.BI.028.	Should provide a visual interface driven design environment to allow the user to define the business metadata layer dimensionally or relationally
IES.BI.029.	Facility to define visually: Dimensions, Levels of hierarchy, Measures, categorization
IES.BI.030.	Solution shall automatically detect and suggest hierarchical structures in data sets
IES.BI.031.	Solution shall automatically verify the integrity of data elements that being considered for modeling
IES.BI.032.	Map physical data structures to business terms in an easy-to-use interface
IES.BI.033.	Define consistent business views of the data for relational tables and OLAP cubes
IES.BI.034.	Single meta data layer should be used by all the various BI features
IES.BI.035.	The same modeling Solution should model the business metadata layer from both a warehouse that is in a star-schema as well as the transactional system relational tables that are not in a star-schema.
IES.BI.036.	Multiple metadata views should be able to be developed and published to users. For example, a single metadata model/file should create multiple 'views' of the metadata for end user consumption

Requirement ID	Functionality
IES.BI.037.	Solution should dynamically make suggestions/recommendations of how the metadata should be best designed. For example, the Solution should check the defined join paths to ensure there are no issues such as looped joins.
IES.BI.038.	The metadata Solution should include version control capabilities
IES.BI.039.	Should be able to connect to most of the OLAP cubes like SQL, MS-SQL, DB2, Oracle, Hyperion etc.
IES.BI.040.	The drill path should be based on business hierarchies that are not necessarily organized in the same manner as in the physical representation in the database. By default, when users drill down, the system must automatically drill to the next dimension/level in the business hierarchy. However, users may also select a different drill path to other hierarchies during analysis.
IES.BI.041.	Alternate drill down paths should be supported. These should be created at the metadata modeling Solution.
IES.BI.042.	Microsoft Office Integration Capability: Given that most users would use office documents like word, excel and power point documents in day to day operations, the BI platform must provide an ability to embed up-to-minute application data in MS office documents while preserving security policy to access data.
IES.BI.043.	Allow query and refresh of embed data within native MS applications

Requirement ID	Functionality
IES.BI.044.	OLAP Analysis Capability: Ability to do ROLAP, MOLAP and HOLAP analysis, depending on the requirement, needs to be catered to by the Solution.
IES.BI.045.	Maintain and monitor status of data cubes being built by users
IES.BI.046.	Provide a checkpoint facility to save the data cube build status and to revert and restart from checkpoints.
IES.BI.047.	Sorting
IES.BI.048.	Filtering
IES.BI.049.	Should allow different levels of nesting to integrate several rows and columns of data. e.g. build analysis by geography and allow to nest analysis by entity and time within a geography
IES.BI.050.	Should allow creation of logical grouping of data based on user defined criteria. e.g. pattern matches, value thresholds
IES.BI.051.	Users must be able to do nesting of dimensions within the same report by drag-and-drop functionality
IES.BI.052.	Asymmetric analysis and multi-grain analysis of multi-dimensional data should be supported
IES.BI.053.	Provide a checkpoint facility to save the data cube build status and to revert and restart from checkpoints.
IES.BI.054.	Facility to perform query and analysis on the user defined cubes but not restricting query and analysis to the data cubes created by application Trends across dimensions

Requirement ID	Functionality
	over time evident in the fact records Drill-down across hierarchy of levels within a target dimension
IES.BI.055.	Drill-across dimensions for selected records Slice and Dice of data sets
IES.BI.056.	Score carding capability: the application needs to have the ability to build and display scorecards
IES.BI.057.	Application shall provide facility to create and maintain organization hierarchy with various organization roles defined
IES.BI.058.	Provide metrics and scorecard facility at a team, function and enterprise level
IES.BI.059.	Provide dashboard facility with visual features like Metric Dials, Graphs, etc. for display and track of metrics
IES.BI.060.	Provide roll-up and roll-down of certain metrics across organization levels from strategic to operational
IES.BI.061.	The Solution should allow you to view and edit the cause and effect relationships for each metric
IES.BI.062.	The Solution should allow users to easily view the history of both targets and actuals for each metric
IES.BI.063.	The Solution should allow us to create and track actions corresponding to each metric
IES.BI.064.	The Solution should have integration with the reporting section. A report should be easily added or linked to / from a metric.

Requirement ID	Functionality
IES.BI.065.	All Analytical Solutions provided in this layer (described as capabilities above) must share a common service oriented architecture, common data access services, common analytical and calculation infrastructure, common metadata management service, common symantec business model, common security model and common administration Solutions
IES.BI.066.	The BI platform must enable the data center to single, consistent logical view of information across different department specific operational systems, warehouses and multi-dimensional sources. This will ensure that business user has unified view of all accessible information
IES.BI.067.	The logical view of information defined above must be simple, understandable, semantically unified logical business model. This means that BI platform must provide an ability to map complex physical data structures including database tables, derived measures, OLAP cubes etc. into simple business terms.
IES.BI.068.	The end user should be able to intuitively interact with BI layer using multiple delivery channels. This means end users can access relevant analysis channels like web based and mobile access.
IES.BI.069.	The BI platform should provide ability to do analysis on both operational data (OLTP systems) and historical data (Data Warehouse systems). Specifically for enabling advanced analysis on operational systems hosted on datacenter, BI platform must provide support for capabilities such as trickle

Requirement ID	Functionality
	feed ETL, Business Activity Monitoring, Federated data access directly from OLTP systems
IES.BI.070.	The BI platform should not only focus on report collection but also provide ability for insight driven action. This means enabling business users to navigate quickly to troubleshoot reported issues (root cause drill downs) and to take action in response to business/functional events.
IES.BI.071.	The BI platform must be hot pluggable in any hosted data source. This means that BI layer should be able to work seamlessly with any popular data source, business application and security infrastructure
IES.BI.072.	In order to ensure performance of BI platform, It must provide in built support for parallel SQL execution.
IES.BI.073.	In order or ensure performance of underlying database, the BI platform must be able to put a MAX cap on no of DB connections in a pool. As soon as the Max amount of connections in a pool is reached, BI server should queue incoming requests. This ensures that the source database server is not overloaded.
IES.BI.074.	The BI platform must provide mission critical scalability and performance with data source specific optimized request generation, optimized data access, intelligent caching and clustering support
IES.BI.075.	The presentation layer of BI platform must be based on pure web based architecture based on HTML, DHTML and JavaScript. There should be NO client downloads, no plugin's, No ActiveX controls, No Applets.

Requirement ID	Functionality
IES.BI.076.	End users should be able to personalize the structure of their respective user interface including defining views, layouts and properties of individual charts, tables, and pivot tables.
IES.BI.077.	Solution should be installed in minimum Redhat Linux, Windows 2000, Windows 2003 server, Windows XP, IBM and HP flavors of Unix
IES.BI.078.	The Solution needs to have ability to authenticate as well as authorize within the application. Based on the available infrastructure, the administrator should be able to make a choice between the two for the whole deployment.
IES.BI.079.	Should have ability to integrate with LDAP / ADS / any other enterprise authentication mechanism for single sign on
IES.BI.080.	Internal temporary files created on the server side should also be encrypted and secure
IES.BI.081.	Reports can be scheduled on the basis of occurrence of a business event / business threshold being breached.

29.20. Survey Database Creation

NMMC conducts physical surveys to meet various functional requirements. These surveys include survey to assess number of slums in the city, surveys to assess number of disabled children or person in the city, survey to assess toilet conditions in the city, etc. To meet such requirements, the bidder is required to develop a survey application for data collection. The application shall be user friendly and shall be easily configurable by the users.

Requirement ID	Functionality
IES.DB.01	Design the data entry interface as per the requirement of NMMC of the database to be user friendly based on the needs of user groups.
IES.DB.02	Identify user interface specifications for each user group
IES.DB.03	Excel Upload facility should be available for uploading existing excel based data
IES.DB.04	Design standard report templates and document the process to create ad-hoc reports. & BI tools to be used for reporting and analysis
IES.DB.05	Data entry should be possible via Web-Portal, Mobile Interface etc.
IES.DB.06	Work with the NMMC to identify any additional business and technical requirements to build and implement the new database system.

29.21. Online Services

A dashboard shall be provided for the citizens wherein citizens shall be able to track details of the services as mentioned below. The detailed functionalities of the below mentioned services with workflow rules will be gathered by the selected bidder.

S. No.	Online Services
1	Birth Certificate
2	Building Permission (C.C)
3	Death Certificate

S. No.	Online Services
4	Drainage Connection certificate
5	Fire NOC
6	Fire Renewal NOC
7	Heir Ship Transfer
8	Marriage Certificate
9	No Dues (Property & Water Tax)
10	Occupancy Certificate(O.C)
11	Plinth Certificate
12	Property Tax(Utara)
13	Property Transfer
14	Ward Map Certificate
15	Water Connection
16	Zone Certificate
17	Factory License Renewal
18	Film Shoot Permission License
19	Storage License
20	Temporary Advertisement License
21	Trade License
22	Factory License

S. No.	Online Services
23	Trade License Renewal
24	Advertisement And Sky sign License
25	Advertisement and Sky Sign License Renewal
26	Name Board License
27	Name Board License Renewal
28	Show Tax Permit License
29	Show Tax permit License Renewal
30	Storage License Renewal
31	Temporary Welcome Spring Advertisement License
32	Dog License
33	Dog License Renewal
34	Permission for community center/stage/Grounds on Rent
35	Permission to build stage/Pandal in ground for short period
36	Permission for Pandal for Ganesh Festival/Navratri
37	Permission to set up stall for selling Fire crackers & Deepavali items
38	Suction unit/Jetting Machine on rent
39	Permission for keeping debris/construction material on public places/Footpath
40	Permission for Road digging

S. No.	Online Services
41	Meat Shop License
42	Meat Shop License Renewal
43	Meat Transportation License
44	Meat Transportation License Renewal
45	Meat Processing Plant License
46	Meat Processing Plant License Renewal
47	Hospital/Nursing home Registration
48	Hospital/Nursing home Renewal Registration
49	Registration of the center for MTP
50	Registration of the center under PCPNDT
51	Renewal of the registration of the center under PCPNDT
52	Request for tree sampling

30. Annexure: Draft Non-Disclosure Agreement

(To be submitted on a Rs. 500 Stamp Paper)

This Non-Disclosure Agreement ("Non-Disc") is made and entered into _____ day of _____ month _____ year (effective date) by _____ and _____ between _____ ("Department") and _____ ("Company"). Whereas, Department and Company have entered into an Agreement ("Agreement") _____ effective _____ for _____; and

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

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

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

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

Department's information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.

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

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

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

or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.

- f) Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
3. **Onus.** Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
4. **Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
- a) Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
 - b) After it has become generally available to the public without breach of this Agreement by Company; or
 - c) Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
 - d) Which Department agrees in writing is free of such restrictions.
 - e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
5. **Remedies.** Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may

incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.

6. **Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
7. **Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
8. **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
9. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. **Dispute Resolution.** If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to the Hon. Municipal Commissioner, NMMC.
 - a) The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereof.
 - b) The place of arbitration shall be Mumbai.
 - c) The arbitrator's award shall be substantiated in writing and binding on the parties.
 - d) The proceedings of arbitration shall be conducted in English language.
 - e) The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.

11. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Mumbai, India only.
12. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
13. **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
14. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
16. **Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
17. **Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
18. **Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written

consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.

19. **Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to years from the “effective date”.

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

For Department

Name:

Title:

WITNESSES:

1.

2.

For Company

Name:

Title:

WITNESSES:

1.

2.

31. Affidavit Formats

AFFIDAVIT

ON STAMP PAPER OF VALUE OF ₹.500/-

I/We Hereby State That We Are Aware of The Provisions of Section 10(1) 10(F) & (G) of the BMPC Act. 1949 Which Is Reproduced Below, And Solemnly State That We Have No Partnership or Any Share of the Any Corporator of Any Corporation In Our Company And Are Not Associated Presently or In The Past With Any Of The Office Bearers Of The Navi Mumbai Corporation Either Directly Or Indirectly.

Extract Of Sec 10 Of BMPC Act:

- 10 (E) Subject to The Provision of Section 13 And 404, A Person Shall Be Disqualified For Being Elected And For Being A Councilor.
- 10 (F) Subject to The Provisions Sub-Section (2) Has Directly, By Himself Or His Partner Any Share Or Interest In Any Contract Or Employment With By Or On Behalf Of The Corporation.”
- 10(G) “Having Been Elected A Councilor Is Retained Or Employed In Any Professional Capacity In Connection With Any Cause Of Proceeding In Which By Or On Behalf Of The Corporation.”

We Are Aware That The Above Information If Found To Be Untrue Or False, We Are Liable To Be Disqualified And The Earnest Money Accompanying The Tender Shall Stand Forfeited To The Corporation. We Are Also Aware That If The Information Produced Above If Found To Be Untrue Or False During The Currency Of The Contract. We Shall Be Held to Default And The Contract, If Any Awarded To Us, Shall Be Liable To Be Terminated With All Its Concurrences.

Affidavit (on Rs. 500/- stamp paper)

I.....age.....
.....
.....address (authorized signatory to sign the contract), hereby submit, vide this affidavit in truth, that i am the owner of the contracting firm/ Authorized signatory and i am submitting the documents in envelope no.1 for the purpose of scrutiny of the contract. I hereby agree to the conditions mentioned below: -

- 1. I am liable for action under Indian penal code for submission of any false / fraudulent paper/ information submitted in envelope no.1.
- 2. I am liable for action under Indian penal code if during contract period and defect liability period, any false information, false bill of purchased supporting proof of purchase, proof of testing submitted by my staff, subletting company or by myself, i will be liable for action under Indian penal code.
- 3. In am liable for action Indian penal code if any paper is found false / fraudulent during contract period and even after the completion of contract (finalization of final bill).

(Signature of contractor)

(Seal of company)

UNDERTAKING

(On A Rs. 500/- Stamp Paper)

The information / documents submitted by us are true to our knowledge and if the information / documents so furnished shall be found to be untrue or false, the tender shall be liable to be disqualified and our earnest money accompanying tender will be forfeited.

Also, I/we aware that if the information / document found to be untrue or false during the currency of contract, our contract liable to be terminated.

..... I / we hereby declare that i / we have made myself / ourselves thoroughly conversant with the sub-soil conditions regarding all materials (such as stone, murum, sand, etc.) And labour of which i / we have based my / our rates for this work. The specifications, conditions bore results and lead of materials on this work have been carefully studied and understood by me / us before submitting this tender. I / we undertake to use only the best materials approved by the City Engineer, NMMC or his duly authorized assistant, before starting the work and to abide by his decision.

I/ we agree that the amount of earnest money shall not bear interest and shall be liable to be forfeited to the corporation, should i/we fail to (i) abide by the stipulation to keep the offer open for the period of 120 days from the date fixed for opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders. (ii) security deposit as specified in schedule 'a' and within the time limit laid down in 24 of detailed tender notice. The amount of earnest money may be adjusted towards the security deposit or refunded to me /us if so desired by me/us in writing, unless the same or any part thereof has been forfeit as aforesaid.

Should this tender be accepted i/ we hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto so far as applicable and in default thereof to forfeited and pay to nmmc the sums of money mentioned in the said conditions.

Demand draft no.....dated..... From the Nationalized/
scheduled Bank at..... In respect
of the sum of *Rs..... Is herewith
forwarded representing the earnest money (a) the full value of which is to be
absolutely forfeited to NMMC. should I/ we not deposit the full amount of security
deposit specified in the detailed tender notice.

Tenderer

Address

.....
.....

Date the Day of 20

Signature of Tenderer

(witness)

.....

Signature of witness

Address

32. Draft Agreement format

ANNEXURE 'C'

"करारनामा"

नवी मुंबई महानगरपालिकेचे वतीने
कार्यकारी अभियंता (वाशी),
नवी मुंबई महानगरपालिका.
नवी मुंबई.

करारनामा लिहून देणार

कारणे करारनामा लिहून देतो की, नवी मुंबई महानगरपालिका स्थायी समिती ठराव क्रमांक _____
/मा.आयुक्त यांची मंजूरी दि. _____ / _____ /२० _____ अन्वये

_____ कामाची निविदा मंजूर झाली आहे.

त्याप्रमाणे आम्ही वरील ठिकाणी पुढील शर्तीवर बांधील आहोत.

- कंत्राटदाराने बँक गॅरंटीच्या स्वरूपात अनामत रक्कम म्हणून कंत्राट रक्कमेच्या २ टक्के बँकेत ठेवणे आवश्यक आहे.
- जनरल टेंडर नोटीस 'शुध्दीपत्रासह' निविदाकारांना सुचना सर्व अटी साधारण अटी, रूपरेखा तपशील, निविदा दस्तऐवज व स्विकृती पत्र नं. -----दि. _____ / _____ /२०१८ हे सर्व कराराचे कागदपत्र असतील.
- कंत्राटदाराने आपले काम निर्धारित वेळेतच केले पाहिजे.
- महापालिका कंत्राटदाराने प्रत्यक्ष केलेल्या कामाची रक्कम शेड्यूल रेट / कोटेड पर्सेंटेजप्रमाणे कंत्राटदारास देईल.
- महापालिकेने जर कंत्राटदारास कोणतीही सेवा दिल्यास त्याची रक्कम कंत्राटदाराने महापालिकेस देणे गरजेचे आहे.
- सदर कामाच्या संदर्भात एखाद्या वेळेस विवाद निर्माण झाल्यास तो विवाद ठाणे / मुंबई न्यायालयांच्या हद्दीत त्याचा निवाडा होईल.

वरील सर्व नियम व अटी आम्ही काळजीपूर्वक वाचल्या असून त्या आम्हाला पूर्णपणे मान्य व बंधनकारक आहेत. हा करारनामा मी राजीखुशीने लिहून दिला आहे.

ठिकाण :- सी. बी. डी., बेलापूर, नवी मुंबई - ४०० ६१४.

दिनांक :- _____ / _____ /२० _____